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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

June 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts listed below to continue providing supported housing to individuals who have serious mental illness and lack permanent housing options in the community by exercising renewal options by increasing the total price limitation by $15,673,674 from $26,217,030 to $41,890,704 and by extending the completion dates from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14, as amended on December 2, 2020, item #13, as amended on July 14, 2021, item #15, as amended on January 12, 2022, item #18, as amended on February 16, 2022, item #39, and most recently amended on June 29, 2022, item #29.

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 (Decrease) to Shared Price Limitation	Revised Individual Price Limitation *(includes shared portion)*
Northern Human Services	$895,042	Total Current Shared Price Limitation **$16,261,575**	$17,156,617	$910,672	Total shared Price Limitation **$ 7,572,600**	$25,639,889
West Central Services, Inc. dba West Central Behavioral Health	$509,646		$16,771,221	$413,040		$24,756,861
The Lakes Region Mental Health Center, Inc.	$2,043,076		$18,304,651	$1,013,632		$26,890,883

Riverbend Community Mental Health , Inc.	$941,559		$17,203,134	$368,310		$25,144,044
Monadnock Family Services	$633,991		$16,895,566	$675,242		$25,143,408
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$1,422,471		$17,684,046	$1,338,618		$26,595,264
The Mental Health Center of Greater Manchester, Inc.	$1,068,404		$17,329,979	$368,310		$25,270,889
Seacoast Mental Health Center, Inc.	$658,378		$16,919,953	$365,114		$24,857,667
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$1,100,661		$17,362,236	$2,023,700		$26,958,536
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	$682,227		$16,943,802	$624,436		$25,140,838
TOTALS	**$9,955,455**	**$16,261,575**	**$26,217,030**	**$8,101,074**	**$ 7,572,600**	**$41,890,704**

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

See attached fiscal details

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. As the State's designated Community Mental Health Centers (CMHCs), the Contractors currently provide other direct services to individuals with serious mental illness who are in need of stable housing and are therefore uniquely qualified to provide these supported housing services through the Housing Bridge Subsidy Program.

The purpose of this request is for the Contractors to continue providing supported housing to individuals who have serious mental illness and lack permanent housing options in the community through administration of the Housing Bridge Subsidy program and six-bed Supported Housing programs. Additionally, this request is to modify the Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County contract to add

Supportive Housing Continuum services from an expiring Supportive Housing Continuum contract to continue the availability of these In-Home Provider placements.

These contracts include a shared price limitation wherein Contractors bill against a shared pool of funds to support rental vouchers. This enables flexibility for individuals enrolled in the program to select apartments in their community of choice. Total budgets vary by CMHC based on the number of housing specialists designated to the region and the model(s) of supported housing approved for the region.

During State Fiscal Years 2024 and 2025:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program (HBSP) and the Integrative Housing Voucher Program (IHVP). These supported housing programs for adults with mental illness provide a designated housing specialist and rental vouchers for up to 70% of rent. Both programs are temporary and terminate when the individual receives a permanent housing voucher. Eligibility criteria for HBSP is outlined in He-M 406 and the Integrative Housing Voucher Program enrolls individuals with criminal records who are otherwise not eligible for HBSP.

- Approximately 65 individuals will be served annually statewide through the six-bed Supported Housing program expansion, which makes available a minimum of six (6) beds per CMHC to provide both short term and long term supportive housing to adults with serious mental illness.

- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals 18 years and older who are dually diagnosed with a serious mental illness and developmental disability and/or acquired brain disorder. Additionally, the Contractor will provide wrap around supportive behavioral health and developmental services utilizing the Home Provider Model of Care to approximately six (6) individuals.

- Approximately 50 individuals will be served annually through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, eviction prevention assistance, and short-term rental subsidies paired with community mental health support services.

- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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 two (2) of the two (2) years remaining.

Should the Governor and Executive Council not authorize this request, individuals with serious mental illness who are at risk of institutionalization will not have the resources to pay for safe housing and will not have access to appropriate mental health supports to remain safely housed. This will put the State at risk of not fulfilling the requirements of the Community Mental Health Settlement Agreement.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Interim 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	$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
2024	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
2025	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$895,042	$910,672	$1,805,714

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
2024	102/500731	Contracts for Program Services	92204117	$0	$206,520	$206,520
2025	102/500731	Contracts for Program Services	92204117	$0	$206,520	$206,520
		Sub-total		$509,646	$413,040	$922,686

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
2024	102/500731	Contracts for Program Services	92204117	$0	$506,816	$506,816
2025	102/500731	Contracts for Program Services	92204117	$0	$506,816	$506,816
		Sub-total		$2,043,076	$1,013,632	$3,056,708

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	$266,477	$0	$266,477
2024	102/500731	Contracts for Program Services	92204117	$0	$184,155	$184,155
2025	102/500731	Contracts for Program Services	92204117	$0	$184,155	$184,155
		Sub-total		$941,559	$368,310	$1,309,869

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	$333,143	$0	$333,143
2023	102/500731	Contracts for Program Services	92204117	$139,315	$0	$139,315
2024	102/500731	Contracts for Program Services	92204117	$0	$337,621	$337,621
2025	102/500731	Contracts for Program Services	92204117	$0	$337,621	$337,621
		Sub-total		$633,991	$675,242	$1,309,233

Community Council of Nashua, N.H. DBA Greater Nashua Mental Health Center at Community Council (Vendor Code 164112-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
2024	102/500731	Contracts for Program Services	92204117	$0	$669,309	$669,309
2025	102/500731	Contracts for Program Services	92204117	$0	$669,309	$669,309
		Sub-total		$1,422,471	$1,338,618	$2,761,089

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
2024	102/500731	Contracts for Program Services	92204117	$0	$184,155	$184,155
2025	102/500731	Contracts for Program Services	92204117	$0	$184,155	$184,155
		Sub-total		$1,068,404	$368,310	$1,436,714

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	$315,879	$0	$315,879
2023	102/500731	Contracts for Program Services	92204117	$180,966	$0	$180,966
2024	102/500731	Contracts for Program Services	92204117	$0	$182,557	$182,557
2025	102/500731	Contracts for Program Services	92204117	$0	$182,557	$182,557
		Sub-total		$658,378	$365,114	$1,023,492

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
2024	102/500731	Contracts for Program Services	92204117	$0	$1,011,850	$1,011,850
2025	102/500731	Contracts for Program Services	92204117	$0	$1,011,850	$1,011,850
		Sub-total		$1,100,661	$2,023,700	$3,124,361

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	$319,710	$0	$319,710
2023	102/500731	Contracts for Program Services	92204117	$200,984	$0	$200,984
2024	102/500731	Contracts for Program Services	92204117	$0	$312,218	$312,218
2025	102/500731	Contracts for Program Services	92204117	$0	$312,218	$312,218
		Sub-total		$682,227	$624,436	$1,306,663
			Total Family Support Services	***$9,955,455***	***$8,101,074***	***$18,056,529***

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
2024	102/500731	Contracts for Program Services	92204117	$0	$3,786,300	$3,786,300
2025	102/500731	Contracts for Program Services	92204117	$0	$3,786,300	$3,786,300
		Sub-total		$16,261,575	$7,572,600	$23,834,175
			Grand Total	***$26,217,030***	***$15,673,674***	***$41,890,704***

State of New Hampshire
Department of Health and Human Services
Amendment #4

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended on December 2, 2020, (Item #13), as amended on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, Revisions to Standard Contract Language, 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, and 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, 2025

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

   $25,639,889

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/22/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Northern Human Services

5/22/2023
Date

Suzanne Gaetjens-Oleson
C48E6078E9814B1...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2023

DocuSigned by:
Robyn Guarino
74873484494146D...

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

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

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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

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

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

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

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

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

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

2.1.9.3.4. Individual's strengths.

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

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

2.1.9.3.7.. 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:

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

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

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

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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

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

2.1.10.5. Ensuring the individual understands fair housing laws.

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

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

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

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

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

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

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

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

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

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

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

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

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

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

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

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

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

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

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 Program.

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

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

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

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

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

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

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2.1.17.3. 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.

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

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

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

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

2.1.18.1. Income verification for all adults in the household.

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

2.1.18.3. Inspection of the unit.

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

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

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

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

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

2.1.21. 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

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housing may be eligible, unless written approval to not provide services is granted by the Department.

2.1.22. 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:

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

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

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

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

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

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

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

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

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

2.1.24.1. 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;

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2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

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

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

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

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

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

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

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

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

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

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

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

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

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

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

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

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

2.1.28.3.1. 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.

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2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

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

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

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

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

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

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provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

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

2.1.29.1.5. Privacy practices.

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

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

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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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

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

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.

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2.1.31.3.3. Outcomes 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.

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

2.1.32. Performance Measures

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, including

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 6-Bed Expansion**

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

2.2.1.1. Independent living units for a minimum of 3 individuals with approximately 120 days average length of stay; and

2.2.1.2. In-Home providers for a minimum of 3 individuals.

2.2.2. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

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

2.2.2.2. Individuals being discharged from NHH or Glencliff;

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

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

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

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

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

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

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

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

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2.2.6. 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:

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

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

2.2.6.3. Length of stay upon discharge.

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

2.2.6.5. Programmatic offerings.

2.3. **Specialty Housing Provisions**

2.3.1. The Contractor shall continue providing residential treatment services for individuals at risk of admission to NHH within the Northern Human Services catchment area to support the Housing and Urban Development (HUD) requirement of the Gilpin Community Residence to move from the provision of transitional housing to permanent supported housing.

2.3.2. The Contractor shall ensure funds are applied to support the staffing costs at the Gilpin Community Residence, 145 High Street, Littleton, NH and to the extent possible, the Kearsarge Community Residence, 138 Kearsarge Street, North Conway, NH to enhance staffing support.

2.3.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of the contract, including, but not limited to:

2.3.3.1. Client contributions for clothing, food, and housing.

2.3.3.2. Services to be provided, including specialty services.

2.3.3.3. Priority populations to be served.

2.3.3.4. Referrals and evaluations.

2.3.3.5. Admissions, transfers, and discharges.

2.3.3.6. Emergency response plan.

2.3.3.7. Any other policy or process as requested by the Department.

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2.3.4. The Contractor agrees that reimbursements will be based on costs in accordance with Exhibit B, Methods and Conditions Precedent to Payment.

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

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023; $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4 Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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,Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-Bed Expansion, shall be on a cost reimbursement basis for actual expenditures incurred, except for the budget line item Daily Subsidy Fees, and shall be in accordance with the approved line item, as specified in Exhibit B-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

    15.2. Daily Subsidy Fees shall be reimbursed at $75 per individuals receiving services per day. This Daily Subsidy Fee is to assist with covering the cost of housing.

    15.3. The contracted home providers' stipend shall not to exceed $150.69 per day.

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

Exhibit B, Amendment #4

16. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.3., Specialty Housing Provisions, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2023 through June 30, 2025, and shall be in accordance with the approved line item, as specified in Exhibit B-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

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Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 229,643	$ 55,144	$ 174,499
2. Employee Benefits	$ 16,543	$ 16,543	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Consumables	$ 14,400	$ -	$ 14,400
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel	$ 4,500	$ 4,500	$ -
7. Occupancy	$ 450	$ 450	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 3,300	$ 960	$ 2,340
Postage	$ 360	$ 360	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Unit Damage	$ 21,500	$ -	$ 21,500
Rental Vouchers	$ -	$ -	$ -
Daily Subsidy Fees	$ 82,125	$ -	$ 82,125
Rental Occupancy Cost	$ -	$ -	$ -
Facility Fit-Up Cost	$ -	$ -	$ -
14. Speciality Housing Provisions	$ 67,000	$ -	$ -
15. Admin/Indirect	$ 10,015	$ 10,015	$ -
TOTAL	**$ 455,336**	**$ 93,472**	**$ 294,864**

Indirect As A Percent of Direct

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Contractor Initials
5/22/2023
Date

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Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion Direct
1. Total Salary/Wages	$ 229,643	$ 55,144	$ 174,499
2. Employee Benefits	$ 16,543	$ 16,543	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Consumables	$ 14,400	$ -	$ 14,400
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel	$ 4,500	$ 4,500	$ -
7. Occupancy	$ 450	$ 450	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 3,300	$ 960	$ 2,340
Postage	$ 360	$ 360	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Unit Damage	$ 21,500	$ -	$ 21,500
Rental Vouchers	$ -	$ -	$ -
Daily Subsidy Fees	$ 82,125	$ -	$ 82,125
Rental Occupancy Cost	$ -	$ -	$ -
Facility Fit-Up Cost	$ -	$ -	$ -
14. Speciality Housing Provisions	$ 67,000	$ -	$ -
15. Admin/Indirect	$ 10,015	$ 10,015	$ -
TOTAL	**$ 455,336**	**$ 93,472**	**$ 294,864**

Indirect As A Percent of Direct

DS
SGD

Contractor Initials_____
5/22/2023
Date_____

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **62362**

Certificate Number: **0006196920**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Suzanne Gaetjens-Oleson, CEO, (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 5/31/23

Signature of Elected Officer
Name: Madelene Costello
Title: President

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/06/2023

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2399376	03/31/2023	03/31/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2535754	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB857366	03/31/2023	03/31/2024	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Entity Prof Liab			PHPK2399376	03/31/2023	03/31/2024	1,000,000/3,000,000	
A	Phys Prof Liab			PHPK2399376	03/31/2023	03/31/2024	1,000,000/3,000,000	

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

Evidence of Insurance.

Mid-Level and Allied Health staff share in the limits of Insurance of the Entity.

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

Evidence of Insurance.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2023

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC60040004322022A	09/30/2022	09/30/2023	x PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

**Evidence of Insurance

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

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Statement of Mission

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

Statement of Vision

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

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Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2021 AND 2020

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

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2021.

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

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America 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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2021 and 2020, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021 in accordance with accounting principles generally accepted in the United States of America.

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Report on Summarized Comparative Information
We have previously audited Northern Human Services, Inc.'s June 30, 2020 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated January 20, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 27 – 35 and schedule of expenditures of federal awards on page 36, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2022, on our consideration of Northern Human Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Human Services, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents, undesignated	$ 17,290,923	$ 13,898,376
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of $222,000 and $311,000 for 2021 and 2020, respectively	3,692,791	2,431,296
Grants receivable	224,187	515,878
Assets, limited use	806,316	724,596
Prepaid expenses and deposits	206,897	193,859
Total current assets	22,539,316	18,082,207
PROPERTY AND EQUIPMENT, NET	193,904	261,407
OTHER ASSETS		
Investments	2,524,860	2,064,316
Cash value of life insurance	470,832	452,278
Total other assets	2,995,692	2,516,594
Total assets	$ 25,728,912	$ 20,860,208

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,300,981	$ 1,589,607
Accrued payroll and related liabilities	1,656,658	1,522,001
Compensated absences payable	814,990	794,893
Other grants payable	925,485	187,352
Refundable advances	110,000	132,500
Deferred revenue	282,617	101,857
Refundable advances, maintenance of effort	-	339,562
Client funds held in trust	469,616	397,289
Due to related party	53,208	58,112
Total liabilities	5,613,555	5,123,173
NET ASSETS		
Net assets without donor restrictions		
Undesignated	19,540,045	15,162,607
Board designated	318,202	318,202
Total net assets without donor restrictions	19,858,247	15,480,809
Net assets with donor restrictions	257,110	256,226
Total net assets	20,115,357	15,737,035
Total liabilities and net assets	$ 25,728,912	$ 20,860,208

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Summarized
PUBLIC SUPPORT				
State and federal grants	$ 2,897,159	$ -	$ 2,897,159	$ 2,169,389
Other public support	967,136	-	967,136	591,205
Local and county support	635,427	-	635,427	405,607
Donations	13,262	-	13,262	22,671
Total public support	4,512,984	-	4,512,984	3,188,872
REVENUES				
Program service fees	42,144,980	-	42,144,980	41,907,391
Production income	275,842	-	275,842	327,416
Other revenues	370,636	-	370,636	266,938
Total revenues	42,791,458	-	42,791,458	42,501,745
Total public support and revenues	47,304,442	-	47,304,442	45,690,617
EXPENSES				
Program Services:				
Mental health	11,535,421	-	11,535,421	11,370,057
Developmental services	25,138,884	-	25,138,884	25,786,386
Total program services	36,674,305	-	36,674,305	37,156,443
General management	6,763,823	-	6,763,823	6,271,198
Total expenses	43,438,128	-	43,438,128	43,427,641
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	3,866,314	-	3,866,314	2,262,976
NON-OPERATING INCOME				
Investment return	477,198	-	477,198	113,984
Gain on sale of property	-	-	-	3,500
Change in cash value of life insurance	18,554	-	18,554	19,693
Interest income	15,372	884	16,256	71,444
Total non-operating income	511,124	884	512,008	208,621
Change in net assets	4,377,438	884	4,378,322	2,471,597
NET ASSETS, BEGINNING OF YEAR	15,480,809	256,226	15,737,035	13,265,438
NET ASSETS, END OF YEAR	$ 19,858,247	$ 257,110	$ 20,115,357	$ 15,737,035

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 4,378,322	$ 2,471,597
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	121,923	181,884
Unrealized gain on investments	(308,604)	(9,790)
Realized gain on investments	(125,748)	(57,410)
Gain on sale of property	-	(3,500)
Change in cash value of life insurance	(4,546)	(6,288)
(Increase) decrease in assets:		
Accounts receivable	(1,261,495)	(465,305)
Grants receivable	291,691	(288,359)
Assets, limited use	(81,720)	(222,685)
Prepaid expenses and deposits	(13,038)	101,218
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(288,626)	1,099,424
Accrued payroll and related liabilities	134,657	15,285
Compensated absences payable	20,097	51,757
Other grants payable	738,133	75,170
Refundable advances	(22,500)	(64,517)
Deferred revenue	180,760	(329,484)
Refundable advances, maintenance of effort	(339,562)	(51,896)
Client funds held in trust	72,327	227,925
Due to related party	(4,904)	9,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,487,167	2,734,715
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(54,420)	(83,336)
Proceeds from sale of property	-	8,000
Purchases of investments	(449,324)	(302,115)
Proceeds from sales of investments	465,978	318,669
Reinvested dividends	(42,846)	(46,784)
Change in cash value of life insurance	(14,008)	(13,405)
NET CASH USED IN INVESTING ACTIVITIES	(94,620)	(118,971)
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,392,547	2,615,744
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	14,216,578	11,600,834
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 17,609,125	$ 14,216,578

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2021 Total	2020 Summarized
EXPENSES						
Salaries and wages	$ 7,775,256	$ 6,292,766	$ 14,068,022	$ 4,210,405	$ 18,278,427	$ 18,347,636
Employee benefits	1,475,632	1,690,124	3,165,756	839,253	4,005,009	4,312,503
Payroll taxes	566,611	474,631	1,041,242	249,281	1,290,523	1,259,813
Client wages	104,421	20,394	124,815	-	124,815	207,493
Professional fees	136,954	15,280,316	15,417,270	776,946	16,194,216	14,930,020
Staff development and training	10,842	7,525	18,367	8,074	26,441	44,455
Occupancy costs	569,962	453,014	1,022,976	176,514	1,199,490	1,298,725
Consumable supplies	124,142	176,088	300,230	44,447	344,677	462,185
Equipment expenses	135,587	98,955	234,542	56,728	291,270	293,138
Communications	111,291	108,591	219,882	39,243	259,125	297,725
Travel and transportation	109,925	307,696	417,621	13,415	431,036	867,152
Assistance to individuals	393	39,432	39,825	255	40,080	79,139
Insurance	69,257	65,306	134,563	34,882	169,445	152,963
Membership dues	30,928	7,033	37,961	89,176	127,137	128,466
Bad debt expense	295,875	116,542	412,417	-	412,417	616,701
Other expenses	18,345	471	18,816	225,204	244,020	129,527
Total expenses	$ 11,535,421	$ 25,138,884	$ 36,674,305	$ 6,763,823	$ 43,438,128	$ 43,427,641

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents
EXPENSES				
Salaries and wages	$ 313,129	$ 999,108	$ 262,348	$ 961,490
Employee benefits	46,955	126,634	36,922	161,231
Payroll taxes	22,426	67,614	20,231	69,709
Client wages	-	-	-	-
Professional fees	6,729	14,954	4,615	28,017
Staff development and training	210	750	1,650	1,599
Occupancy costs	22,539	58,850	16,433	48,383
Consumable supplies	13,100	10,843	1,577	7,768
Equipment expenses	4,617	14,478	3,973	12,635
Communications	7,558	10,686	2,043	9,291
Travel and transportation	79	609	1,848	12,919
Assistance to individuals	121	102	-	24
Insurance	3,329	10,298	2,866	9,061
Membership dues	1,868	7,782	1,145	4,000
Bad debt expense	-	69,696	3	26,325
Other expenses	45	389	278	542
Total expenses	$ 442,705	$ 1,392,793	$ 355,932	$ 1,352,994

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
EXPENSES				
Salaries and wages	$ 536,321	$ 281,990	$ -	$ 144,308
Employee benefits	83,172	67,005	-	22,609
Payroll taxes	37,790	20,287	-	10,566
Client wages	-	-	-	-
Professional fees	7,873	6,777	-	1,500
Staff development and training	549	654	-	660
Occupancy costs	28,497	15,258	-	7,147
Consumable supplies	3,655	2,358	-	1,037
Equipment expenses	9,365	4,880	10,980	2,148
Communications	22,467	1,972	439	851
Travel and transportation	79	1,746	-	2
Assistance to individuals	22	-	-	-
Insurance	5,404	2,660	-	1,426
Membership dues	1,676	908	-	426
Bad debt expense	16,215	139	-	1,536
Other expenses	60	45	-	270
Total expenses	$ 753,145	$ 406,679	$ 11,419	$ 194,486

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
EXPENSES				
Salaries and wages	$ 277,418	$ 140,446	$ 47,116	$ 839,839
Employee benefits	60,541	38,606	12,990	186,430
Payroll taxes	19,504	13,826	3,450	62,613
Client wages	-	41,176	-	-
Professional fees	4,371	2,713	581	12,316
Staff development and training	269	214	5	568
Occupancy costs	7,266	10,242	2,537	41,715
Consumable supplies	1,591	2,114	442	7,558
Equipment expenses	3,949	2,299	754	11,528
Communications	4,473	10,446	160	10,508
Travel and transportation	1,908	8,291	118	26,180
Assistance to individuals	-	-	-	34
Insurance	1,959	1,475	510	8,099
Membership dues	830	469	159	2,614
Bad debt expense	16,884	3,689	114	69,011
Other expenses	2,324	1,287	494	4,020
Total expenses	$ 403,287	$ 277,293	$ 69,430	$ 1,283,033

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act Program
EXPENSES				
Salaries and wages	$ 544,477	$ 811,624	$ 50,868	$ 407,713
Employee benefits	143,351	196,885	11,749	69,461
Payroll taxes	41,232	59,908	3,661	28,644
Client wages	-	-	-	-
Professional fees	8,803	4,050	422	5,633
Staff development and training	372	95	600	396
Occupancy costs	35,606	44,115	119,154	20,584
Consumable supplies	5,231	21,676	686	2,431
Equipment expenses	8,328	9,137	521	5,096
Communications	5,553	10,255	203	2,652
Travel and transportation	17,977	2,155	2,639	6
Assistance to individuals	-	71	-	10
Insurance	6,014	2,763	365	3,773
Membership dues	1,935	839	198	1,445
Bad debt expense	13,449	8,518	-	11,810
Other expenses	661	7,660	-	-
Total expenses	$ 832,989	$ 1,179,751	$ 191,066	$ 559,654

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2020 Summarized
EXPENSES				
Salaries and wages	$ 980,105	$ 176,956	$ 7,775,256	$ 7,256,309
Employee benefits	185,253	25,838	1,475,632	1,443,451
Payroll taxes	67,045	18,105	566,611	511,611
Client wages	7,152	56,093	104,421	108,499
Professional fees	26,246	1,354	136,954	206,342
Staff development and training	2,166	85	10,842	19,191
Occupancy costs	68,851	22,785	569,962	604,577
Consumable supplies	6,023	36,052	124,142	196,136
Equipment expenses	12,052	18,847	135,587	105,910
Communications	5,171	6,563	111,291	131,115
Travel and transportation	21,851	11,518	109,925	189,477
Assistance to individuals	9	-	393	1,961
Insurance	8,614	641	69,257	51,989
Membership dues	4,436	198	30,928	24,205
Bad debt expense	53,517	4,969	295,875	508,139
Other expenses	-	270	18,345	11,145
Total expenses	$ 1,448,491	$ 380,274	$ 11,535,421	$ 11,370,057

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
EXPENSES					
Salaries and wages	$ 473,259	$ 53,841	$ 1,568,347	$ 468,930	$ 71,126
Employee benefits	97,243	9,020	643,089	89,903	45,839
Payroll taxes	35,771	4,100	126,667	34,889	5,478
Client wages	-	-	15,581	-	-
Professional fees	471,423	189	486,570	141,229	22,515
Staff development and training	285	15	711	1,958	71
Occupancy costs	44,849	2,557	204,494	9,439	5,319
Consumable supplies	9,129	550	33,585	5,627	1,120
Equipment expenses	5,103	525	61,073	4,055	986
Communications	4,848	316	24,762	14,168	718
Travel and transportation	3,678	-	186,346	27,314	871
Assistance to individuals	-	-	3,751	58	1
Insurance	4,655	628	23,442	4,928	1,097
Membership dues	9	2	3,200	117	2
Bad debt expense	-	3,463	13,759	94,766	603
Other expenses	-	-	294	-	-
Total expenses	$ 1,150,252	$ 75,206	$ 3,395,671	$ 897,381	$ 155,746

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
EXPENSES					
Salaries and wages	$ 2,184,896	$ -	$ 266,429	$ 776,126	$ 18,924
Employee benefits	527,726	-	76,555	129,796	4,112
Payroll taxes	163,381	-	19,780	50,841	1,451
Client wages	4,813	-	-	-	-
Professional fees	3,587,226	1,798,547	1,293	1,674,606	1,639,235
Staff development and training	2,566	-	389	384	37
Occupancy costs	130,094	-	35,618	3,979	1,530
Consumable supplies	80,845	-	10,652	15,169	10,628
Equipment expenses	19,102	-	1,810	2,981	257
Communications	27,246	-	1,972	27,762	894
Travel and transportation	29,562	-	3,921	51,214	-
Assistance to individuals	29	-	-	25,574	-
Insurance	20,734	-	2,476	3,002	254
Membership dues	450	-	4	2,844	-
Bad debt expense	3,951	-	-	-	-
Other expenses	98	-	-	79	-
Total expenses	$ 6,782,719	$ 1,798,547	$ 420,899	$ 2,764,357	$ 1,677,322

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2020 Summarized
EXPENSES				
Salaries and wages	$ 30,797	$ 380,091	$ 6,292,766	$ 7,288,247
Employee benefits	13,783	53,058	1,690,124	2,018,023
Payroll taxes	2,237	30,036	474,631	505,954
Client wages	-	-	20,394	98,994
Professional fees	64,018	5,393,465	15,280,316	13,952,776
Staff development and training	51	1,058	7,525	19,969
Occupancy costs	1,086	14,049	453,014	510,258
Consumable supplies	292	8,491	176,088	206,721
Equipment expenses	327	2,736	98,955	141,286
Communications	427	5,478	108,591	118,675
Travel and transportation	401	4,389	307,696	646,801
Assistance to individuals	-	10,019	39,432	77,038
Insurance	337	3,753	65,306	73,139
Membership dues	1	404	7,033	16,785
Bad debt expense	-	-	116,542	108,562
Other expenses	-	-	471	3,158
Total expenses	$ 113,757	$ 5,907,027	$ 25,138,884	$ 25,786,386

See Notes to Financial Statements.

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NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

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

Basis of Accounting

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

Basis of Presentation

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

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

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

As of June 30, 2021 and 2020, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

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

Contributions

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

Cash Equivalents

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

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Accounts Receivable

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

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

Property and Depreciation

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

Investments

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

Accrued Earned Time

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

Refundable Advances

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

Program Service Fee Revenue

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

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

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2020, from which the summarized information was derived.

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

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

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

New Accounting Pronouncement
In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

Revenue Recognition
The Organization derives revenues from services provided to its clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payers. Revenue is recognized as performance obligations are satisfied.

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Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

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

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 17,609,125	$ 14,216,578
Accounts receivable, net	3,692,791	2,431,296
Grants receivable	224,187	515,878
Assets, limited use	806,316	724,596
Investments	2,524,860	2,064,316
Cash value of life insurance	470,832	452,278
Total financial assets	25,328,111	20,404,942
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	469,616	397,289
Net assets with donor restrictions	257,110	256,226
Total amounts not available within one year	1,044,928	971,717
Financial assets available to meet general expenditures over the next twelve months	$ 24,283,183	$ 19,433,225

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately $10,500,000).

3. ASSETS, LIMITED USE

As of June 30, 2021 and 2020, assets, limited use consisted of the following:

	2021	2020
Donor restricted cash	$ 257,110	$ 256,226
Client funds held in trust	469,801	397,253
Employee benefits	79,405	71,117
Total assets, limited use	$ 806,316	$ 724,596

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

4. PROPERTY AND DEPRECIATION

As of June 30, 2021 and 2020, property and equipment consisted of the following:

	2021	2020
Vehicles	$ 346,326	$ 633,548
Equipment	272,231	2,779,836
Total property and equipment	618,557	3,413,384
Less accumulated depreciation	424,653	3,151,977
Property and equipment, net	$ 193,904	$ 261,407

Depreciation expense totaled $121,923 and $181,884 for the years ended June 30, 2021 and 2020, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2021 and 2020:

	2021		2020	
	Fair Value	Cost	Fair Value	Cost
Money Market Funds	$ 27,012	$ 27,012	$ 51,642	$ 51,642
Mutual Funds:				
Domestic equity funds	952,660	651,802	721,852	649,349
International equity funds	438,861	335,741	305,407	298,585
Fixed income funds	1,091,079	1,064,166	949,227	900,785
Other mutual funds	15,248	14,386	36,188	39,192
Total	$ 2,524,860	$ 2,093,107	$ 2,064,316	$ 1,939,553

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

	2021	2020
Components of Investment Return:		
Interest and dividends	$ 42,846	$ 46,784
Unrealized gains on investments	308,604	9,790
Realized gains on investments	125,748	57,410
	$ 477,198	$ 113,984

Investment management fees for the years ended June 30, 2021 and 2020 were $16,215 and $15,350, respectively, and were netted with investment return.

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6. FAIR VALUE MEASUREMENTS

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2021 and 2020.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2021 and 2020.

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

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

The table below segregates all financial assets and liabilities as of June 30, 2021 and 2020 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2021			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 27,012	$ -	$ -	$ 27,012
Mutual Funds				
Domestic equity funds	952,660	-	-	952,660
International equity funds	438,861	-	-	438,861
Fixed income funds	1,091,079	-	-	1,091,079
Other funds	15,248	-	-	15,248
Cash Value of Life Insurance	-	470,832	-	470,832
Total investments at fair value	$ 2,524,860	$ 470,832	$ -	$ 2,995,692

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

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the Organization totaled $744,597 and $422,993 for the years ended June 30, 2021 and 2020, respectively.

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8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 for the years ended June 30, 2021 and 2020. At June 30, 2021 and 2020, the Organization had cash balances in excess of FDIC coverage. However, in addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2021 and 2020, approximately 87% and 86% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 90% and 87% of the total accounts receivable balances at June 30, 2021 and 2020, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated $1,018,093 and $1,030,701 for the years ended June 30, 2021 and 2020, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2021 is $942,259 for the year ending June 30, 2022.

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

11. RELATED PARTY TRANSACTIONS

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

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

Due to/from Related Party
At June 30, 2021 and 2020, the Organization had a due to Shallow River balance in the amount of $53,208 and $58,112, respectively.

Rental Expense
The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $770,034 for each of the years ended June 30, 2021 and 2020. The Organization also leases space from a board member for $1,000 per month.

Management Fee
The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated $74,649 for each of the years ended June 30, 2021 and 2020.

Donation
Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2021 and 2020, Shallow River did not make a donation to the Organization but retained its surplus of $604,102 and $254,448, respectively, due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. Due to suspensions of the required maintenance of effort levels of performance as a result of the COVID-19 pandemic during the year ended June 30, 2021, there was no outstanding capitated payment liability at June 30, 2021. At June 30, 2020, the outstanding capitated payment liability totaled $339,562.

13. COMMITMENTS AND CONTINGENCIES

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

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

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

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

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

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2021 and 2020, net assets with donor restrictions consisted of the following:

	2021	2020
Certificates of Deposit – Memorial Fund	$ 252,417	$ 252,417
Dream Team Fund	2,963	2,962
Income earned on the Memorial Fund	1,730	847
Total net assets with donor restrictions	$ 257,110	$ 256,226

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

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

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

As of June 30, 2021 and 2020, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2021 and June 30, 2020 were as follows:

	2021	2020
Certificates of deposit, beginning of year	$ 252,417	$ 252,417
Interest income	883	631
Withdrawals	(883)	(631)
Certificates of deposit end of year	$ 252,417	$ 252,417

16. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute $300 per week in stipends to full time qualifying front line workers and $150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund.

During the year ended June 30, 2021, the Organization received and expended grant revenue of $931,371 under the grant through payroll and subcontractor expenses. During the year ended June 30, 2020, the Organization received and expended grant revenue of $792,055 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. In November 2020, the program was reinstated through December 2020.

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17. RECLASSIFICATION

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

18. OTHER EVENTS

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

19. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through March 1, 2022, the date the June 30, 2021 financial statements were available for issuance.

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2021 Total	2020 Summarized
REVENUES						
Program service fees:						
Client fees	$ 305,713	$ 14,803	$ 320,516	$ 23	$ 320,539	$ 597,740
Residential fees	64,198	213,811	278,009	-	278,009	290,389
Blue Cross	208,955	33,579	242,534	-	242,534	219,130
Medicaid	13,063,543	27,042,822	40,106,365	29,707	40,136,072	39,753,270
Medicare	649,861	-	649,861	-	649,861	527,140
Other insurance	433,282	45,782	479,064	80	479,144	377,932
Local educational authorities	-	36,511	36,511	-	36,511	128,424
Vocational rehabilitation	-	1,350	1,350	-	1,350	12,777
Other program fees	960	-	960	-	960	589
Production/service income	248,100	27,742	275,842	-	275,842	327,416
Public support:						
Local/county government	411,211	32,667	443,878	191,549	635,427	405,607
Donations/contributions	7,881	200	8,081	5,181	13,262	22,671
Other public support	330,627	-	330,627	316,330	646,957	312,719
Bureau of Developmental Services and Bureau of Behavioral Health	1,771,962	156,326	1,928,288	2,250	1,930,538	1,186,973
Other federal and state funding:						
HUD	-	-	-	-	-	75,565
Other	-	-	-	966,621	966,621	906,851
Private foundation grants	306,674	-	306,674	13,505	320,179	278,486
Other revenues	192,359	70,417	262,776	107,860	370,636	266,938
Total revenues	17,995,326	27,676,010	45,671,336	1,633,106	47,304,442	45,690,617
EXPENSES						
Salaries and wages	$ 7,775,256	$ 6,292,766	$ 14,068,022	$ 4,210,405	$ 18,278,427	$ 18,347,636
Employee benefits	1,475,632	1,690,124	3,165,756	839,253	4,005,009	4,312,503
Payroll taxes	566,611	474,631	1,041,242	249,281	1,290,523	1,259,813
Client wages	104,421	20,394	124,815	-	124,815	207,493
Professional fees	136,954	15,280,316	15,417,270	776,946	16,194,216	14,930,020
Staff development and training	10,842	7,525	18,367	8,074	26,441	44,455
Occupancy costs	569,962	453,014	1,022,976	176,514	1,199,490	1,298,725
Consumable supplies	124,142	176,088	300,230	44,447	344,677	462,185
Equipment expenses	135,587	98,955	234,542	56,728	291,270	293,138
Communications	111,291	108,591	219,882	39,243	259,125	297,725
Travel and transportation	109,925	307,696	417,621	13,415	431,036	867,152
Assistance to individuals	393	39,432	39,825	255	40,080	79,139
Insurance	69,257	65,306	134,563	34,882	169,445	152,963
Membership dues	30,928	7,033	37,961	89,176	127,137	128,466
Bad debt expense	295,875	116,542	412,417	-	412,417	616,701
Other expenses	18,345	471	18,816	225,204	244,020	129,527
Total expenses	11,535,421	25,138,884	36,674,305	6,763,823	43,438,128	43,427,641
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 6,459,905	$ 2,537,126	$ 8,997,031	$ (5,130,717)	$ 3,866,314	$ 2,262,976

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Audit Outpatient	Outpatient Contracts	Children and Adolescents
REVENUES				
Program service fees:				
Client fees	$ 70,994	$ 81,041	$ -	$ 46,185
Residential fees	-	-	-	-
Blue Cross	75,992	50,653	-	69,317
Medicaid	158,184	1,890,740	553,261	3,152,146
Medicare	138,636	428,320	-	-
Other insurance	160,144	194,765	-	61,719
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	390	-
Production/service income	-	-	-	-
Public support:				
Local/county government	118,377	-	-	-
Donations/contributions	7,881	-	-	-
Other public support	-	-	9,713	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	1,500	-	-	-
Other revenues	103,228	-	-	-
Total revenues	834,936	2,645,519	563,364	3,329,367
EXPENSES				
Salaries and wages	$ 313,129	$ 999,108	$ 262,348	$ 961,490
Employee benefits	46,955	126,634	36,922	161,231
Payroll taxes	22,426	67,614	20,231	69,709
Client wages	-	-	-	-
Professional fees	6,729	14,954	4,615	28,017
Staff development and training	210	750	1,650	1,599
Occupancy costs	22,539	58,850	16,433	48,383
Consumable supplies	13,100	10,843	1,577	7,768
Equipment expenses	4,617	14,478	3,973	12,635
Communications	7,558	10,686	2,043	9,291
Travel and transportation	79	609	1,848	12,919
Assistance to individuals	121	102	-	24
Insurance	3,329	10,298	2,866	9,061
Membership dues	1,868	7,782	1,145	4,000
Bad debt expense	-	69,696	3	26,325
Other expenses	45	389	278	542
Total expenses	442,705	1,392,793	355,932	1,352,994
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 392,231	$ 1,252,726	$ 207,432	$ 1,976,373

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
REVENUES				
Program service fees:				
Client fees	$ 15,872	$ 747	$ -	$ 1,595
Residential fees	-	-	-	-
Blue Cross	8,267	628	-	994
Medicaid	96,140	394,184	-	14,468
Medicare	9,663	-	-	4,033
Other insurance	10,122	-	-	1,229
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	103
Total revenues	238,368	605,559	-	22,422
EXPENSES				
Salaries and wages	$ 536,321	$ 281,990	$ -	$ 144,308
Employee benefits	83,172	67,005	-	22,609
Payroll taxes	37,790	20,287	-	10,566
Client wages	-	-	-	-
Professional fees	7,873	6,777	-	1,500
Staff development and training	549	654	-	660
Occupancy costs	28,497	15,258	-	7,147
Consumable supplies	3,655	2,358	-	1,037
Equipment expenses	9,365	4,880	10,980	2,148
Communications	22,467	1,972	439	851
Travel and transportation	79	1,746	-	2
Assistance to individuals	22	-	-	-
Insurance	5,404	2,660	-	1,426
Membership dues	1,676	908	-	426
Bad debt expense	16,215	139	-	1,536
Other expenses	60	45	-	270
Total expenses	753,145	406,679	11,419	194,486
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (514,777)	$ 198,880	$ (11,419)	$ (172,064)

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ -	$ 35,347
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	48,028	138,039	92	1,849,201
Medicare	-	-	-	189
Other insurance	-	-	-	566
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	570	-	-	-
Production/service income	-	29,761	-	-
Public support:				
Local/county government	292,834	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	42,280	-	-	24,601
Total revenues	383,712	167,800	92	1,909,904
EXPENSES				
Salaries and wages	$ 277,418	$ 140,446	$ 47,116	$ 839,839
Employee benefits	60,541	38,606	12,990	186,430
Payroll taxes	19,504	13,826	3,450	62,613
Client wages	-	41,176	-	-
Professional fees	4,371	2,713	581	12,316
Staff development and training	269	214	5	568
Occupancy costs	7,266	10,242	2,537	41,715
Consumable supplies	1,591	2,114	442	7,558
Equipment expenses	3,949	2,299	754	11,528
Communications	4,473	10,446	160	10,508
Travel and transportation	1,908	8,291	118	26,180
Assistance to individuals	-	-	-	34
Insurance	1,959	1,475	510	8,099
Membership dues	830	469	159	2,614
Bad debt expense	16,884	3,689	114	69,011
Other expenses	2,324	1,287	494	4,020
Total expenses	403,287	277,293	69,430	1,283,033
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (19,575)	$ (109,493)	$ (69,338)	$ 626,871

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act
REVENUES				
Program service fees:				
Client fees	$ 6,369	$ 5,249	$ -	$ 8,399
Residential fees	-	41,170	-	-
Blue Cross	-	-	-	1,871
Medicaid	1,917,620	1,280,517	-	129,687
Medicare	-	-	-	10,965
Other insurance	-	-	-	3,538
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	320,914
Bureau of Developmental Services and Bureau of Behavioral Health	-	86,250	182,847	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	1,251	7,984	-
Total revenues	1,923,989	1,414,437	190,831	475,374
EXPENSES				
Salaries and wages	$ 544,477	$ 811,624	$ 50,868	$ 407,713
Employee benefits	143,351	196,885	11,749	69,461
Payroll taxes	41,232	59,908	3,661	28,644
Client wages	-	-	-	-
Professional fees	8,803	4,050	422	5,633
Staff development and training	372	95	600	396
Occupancy costs	35,606	44,115	119,154	20,584
Consumable supplies	5,231	21,676	686	2,431
Equipment expenses	8,328	9,137	521	5,096
Communications	5,553	10,255	203	2,652
Travel and transportation	17,977	2,155	2,639	6
Assistance to individuals	-	71	-	10
Insurance	6,014	2,763	365	3,773
Membership dues	1,935	839	198	1,445
Bad debt expense	13,449	8,518	-	11,810
Other expenses	661	7,660	-	-
Total expenses	832,989	1,179,751	191,066	559,654
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,091,000	$ 234,686	$ (235)	$ (84,280)

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2020 Summarized
REVENUES				
Program service fees:				
Client fees	$ 33,915	$ -	$ 305,713	$ 572,870
Residential fees	23,028	-	64,198	69,223
Blue Cross	963	270	208,955	182,887
Medicaid	1,438,380	2,856	13,063,543	12,177,461
Medicare	58,055	-	649,861	527,140
Other insurance	1,199	-	433,282	315,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	5,500
Other program fees	-	-	960	589
Production/service income	-	218,339	248,100	194,429
Public support:				
Local/county government	-	-	411,211	403,207
Donations/contributions	-	-	7,881	2,810
Other public support	-	-	330,627	312,719
Bureau of Developmental Services and Bureau of Behavioral Health	1,285,167	119,394	1,771,962	890,611
Other federal and state funding:				
HUD	-	-	-	75,565
Other	-	-	-	109,947
Private foundation grants	-	95,174	306,674	273,486
Other revenues	-	12,912	192,359	89,605
Total revenues	2,840,707	448,945	17,995,326	16,203,936
EXPENSES				
Salaries and wages	$ 980,105	$ 176,956	$ 7,775,256	$ 7,256,309
Employee benefits	185,253	25,838	1,475,632	1,443,451
Payroll taxes	67,045	18,105	566,611	511,611
Client wages	7,152	56,093	104,421	108,499
Professional fees	26,246	1,354	136,954	206,342
Staff development and training	2,166	85	10,842	19,191
Occupancy costs	68,851	22,785	569,962	604,577
Consumable supplies	6,023	36,052	124,142	196,136
Equipment expenses	12,052	18,847	135,587	105,910
Communications	5,171	6,563	111,291	131,115
Travel and transportation	21,851	11,518	109,925	189,477
Assistance to individuals	9	-	393	1,961
Insurance	8,614	641	69,257	51,989
Membership dues	4,436	198	30,928	24,205
Bad debt expense	53,517	4,969	295,875	508,139
Other expenses	-	270	18,345	11,145
Total expenses	1,448,491	380,274	11,535,421	11,370,057
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,392,216	$ 68,671	$ 6,459,905	$ 4,833,879

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ 14,803	$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	33,579	-
Medicaid	1,024,103	-	3,175,257	925,568	185,552
Medicare	-	-	-	-	-
Other insurance	-	-	-	45,782	-
Local educational authorities	-	36,511	-	-	-
Vocational rehabilitation	-	-	1,350	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	22,299	-	-
Public support:					
Local/county government	-	-	32,667	-	-
Donations/contributions	-	-	200	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	81,792	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	51,191	-	2,478	2,036	-
Total revenues	1,075,294	36,511	3,234,251	1,103,560	185,552
EXPENSES					
Salaries and wages	$ 473,259	$ 53,841	$ 1,568,347	$ 468,930	$ 71,126
Employee benefits	97,243	9,020	643,089	89,903	45,839
Payroll taxes	35,771	4,100	126,667	34,889	5,478
Client wages	-	-	15,581	-	-
Professional fees	471,423	189	486,570	141,229	22,515
Staff development and training	285	15	711	1,958	71
Occupancy costs	44,849	2,557	204,494	9,439	5,319
Consumable supplies	9,129	550	33,585	5,627	1,120
Equipment expenses	5,103	525	61,073	4,055	986
Communications	4,848	316	24,762	14,168	718
Travel and transportation	3,678	-	186,346	27,314	871
Assistance to individuals	-	-	3,751	58	1
Insurance	4,655	628	23,442	4,928	1,097
Membership dues	9	2	3,200	117	2
Bad debt expense	-	3,463	13,759	94,766	603
Other expenses	-	-	294	-	-
Total expenses	1,150,252	75,206	3,395,671	897,381	155,746
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (74,958)	$ (38,695)	$ (161,420)	$ 206,179	$ 29,806

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ -	$ -
Residential fees	166,041	-	39,183	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,745,381	1,833,352	476,812	2,910,705	2,049,449
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	5,443	-	-	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	13,112	-	-	-	-
Total revenues	7,929,977	1,833,352	515,995	2,910,705	2,049,449
EXPENSES					
Salaries and wages	$ 2,184,896	$ -	$ 266,429	$ 776,126	$ 18,924
Employee benefits	527,726	-	76,555	129,796	4,112
Payroll taxes	163,381	-	19,780	50,841	1,451
Client wages	4,813	-	-	-	-
Professional fees	3,587,226	1,798,547	1,293	1,674,606	1,639,235
Staff development and training	2,566	-	389	384	37
Occupancy costs	130,094	-	35,618	3,979	1,530
Consumable supplies	80,845	-	10,652	15,169	10,628
Equipment expenses	19,102	-	1,810	2,981	257
Communications	27,246	-	1,972	27,762	894
Travel and transportation	29,562	-	3,921	51,214	-
Assistance to individuals	29	-	-	25,574	-
Insurance	20,734	-	2,476	3,002	254
Membership dues	450	-	4	2,844	-
Bad debt expense	3,951	-	-	-	-
Other expenses	98	-	-	79	-
Total expenses	6,782,719	1,798,547	420,899	2,764,357	1,677,322
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,147,258	$ 34,805	$ 95,096	$ 146,348	$ 372,127

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2020 Summarized
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ 14,803	$ 24,870
Residential fees	-	8,587	213,811	221,166
Blue Cross	-	-	33,579	36,243
Medicaid	426,019	6,290,624	27,042,822	27,575,809
Medicare	-	-	-	-
Other insurance	-	-	45,782	62,045
Local educational authorities	-	-	36,511	128,424
Vocational rehabilitation	-	-	1,350	7,277
Other program fees	-	-	-	-
Production/service income	-	-	27,742	132,987
Public support:				
Local/county government	-	-	32,667	2,400
Donations/contributions	-	-	200	17,512
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	74,534	156,326	296,362
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	1,600	70,417	66,433
Total revenues	426,019	6,375,345	27,676,010	28,571,528
EXPENSES				
Salaries and wages	$ 30,797	$ 380,091	$ 6,292,766	$ 7,288,247
Employee benefits	13,783	53,058	1,690,124	2,018,023
Payroll taxes	2,237	30,036	474,631	505,954
Client wages	-	-	20,394	98,994
Professional fees	64,018	5,393,465	15,280,316	13,952,776
Staff development and training	51	1,058	7,525	19,969
Occupancy costs	1,086	14,049	453,014	510,258
Consumable supplies	292	8,491	176,088	206,721
Equipment expenses	327	2,736	98,955	141,286
Communications	427	5,478	108,591	118,675
Travel and transportation	401	4,389	307,696	646,801
Assistance to individuals	-	10,019	39,432	77,038
Insurance	337	3,753	65,306	73,139
Membership dues	1	404	7,033	16,785
Bad debt expense	-	-	116,542	108,562
Other expenses	-	-	471	3,158
Total expenses	113,757	5,907,027	25,138,884	25,786,386
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 312,262	$ 468,318	$ 2,537,126	$ 2,785,142

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER		FEDERAL EXPENDITURES
U.S. Department of Justice					
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2		$ 312,719
Total U.S. Department of Justice					$ 312,719
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A		$ 931,371
Total U.S. Department of Treasury					$ 931,371
U.S. Department of Education					
Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852		$ 34,700
Total U.S. Department of Education					$ 34,700
U.S. Department of Health & Human Services					
Provider Relief Fund	93.498	Direct Award	N/A		$ 46,564
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	93.665	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-1909		70,916
Medicaid Cluster					
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	$ 5,000	
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	43,251	48,251
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown		54,963
Total U.S. Department of Health & Human Services					$ 220,694
TOTAL					**$ 1,499,484**

See Notes to Schedule of Expenditures of Federal Awards

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NORTHERN HUMAN SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Northern Human Services, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

NOTE 3 **INDIRECT COST RATE**

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

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NORTHERN HUMAN SERVICES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 1, 2022.

Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001 that we consider to be a material weakness.

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Compliance and Other Matters

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

Northern Human Services, Inc.'s Response to Findings

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

Purpose of this Report

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

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March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

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

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

Report on Compliance for Each Major Federal Program
We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2021. Northern Human Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

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

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

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

Opinion on Each Major Federal Program
In our opinion, Northern Human Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

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Report on Internal Control Over Compliance

Management of Northern Human Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Northern Human Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

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

Leone, McDonnell & Roberts
Professional Association

March 1, 2022
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021

SUMMARY OF AUDITORS' RESULTS

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

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

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

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

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

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

7. The program tested as a major program was: U.S. Department of the Treasury; Coronavirus Relief Fund, ALN 21.019.

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

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

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2021-001 - Reconciliation process and month end close

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

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

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

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

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

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

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

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

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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NORTHERN HUMAN SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2021

MATERIAL WEAKNESS

2020-001 - Reconciliation process and month end close

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

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

Current Status: The finding was repeated during the year ended June 30, 2021. Subsequent to June 30, 2021, NHS completed catching up on all reconciliations, and these are now being completed timely.

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NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term
Officers:	Madelene Costello, President				10.22 - 10.24
	Dorothy Borchers, Vice President				10.22 - 10.24
	James Salmon, Treasurer				10.21 - 10.23
	Georgia Caron, Secretary (5.9.23 interim until 9.5.23 nominations)				
Staff:	Suzanne Gaetjens-Oleson, CEO		447-8137		
	Shawn Bromley, CFO		447-8022		
	Susan Wiggin, CEO Assistant		447-8018		
	Kassie Eafrati, COO, Mental Health		752-7404		
	Liz Charles, COO, Developmental Services		447-8010		
	The Mental Health Center	Donald Bazzell	752-7404		
	3 Twelfth St., Berlin 03570	Director of BH			
Term	Community Services Center	Lynn Johnson	752-1005		
Expires	69 Willard St., Berlin 03570	Director of DS			
'25	Margaret McClellan, [redacted]				6/01
'23	*Stephen Michaud, [redacted]				11/02
'23	*Dorothy Borchers, [redacted]				05/17
	The Mental Health Center	Valeda Cerasale	447-2111		
	25 W. Main St., Conway 03818	Director of BH			
	70 Bay St., Wolfeboro 03894		569-1884		
	New Horizons (also Tamworth)	Shanon Mason	356-6310		
	626 Eastman Rd., Ctr. Conway 03813	Director of DS			
'24	*Maddie Costello, [redacted]				9/06
'23	*Carrie Duran, [redacted]				1/17
'24	James Salmon, [redacted]				11/03
'24	Julie Bosak, [redacted]				11/21
	The Mental Health Center	Stacey Smith	237-4955		
	55 Colby St., Colebrook 03576	Director of BH			
	69 Brooklyn St., Groveton 03582		636-2555		
	Vershire Center	Lynn Johnson	237-5721		
	24 Depot Street, Colebrook, NH 03576	Director of DS			
'26	Georgia Caron, [redacted]				5/23
	White Mountain Mental Health	Amy Finkle	444-8501		
	29 Maple St., Box 599, Littleton 03561	Director of BH			
	Common Ground (also Littleton, Woodsville)	Mark Vincent	837-9547		
	24 Lancaster Rd., Whitefield 03584	Director of DS			
'23	Annette Carbonneau, [redacted]				11/20
'25	Paul J. Smith, [redacted]				5/22
'25	Troy Merner, [redacted]				5/22

Executive Committee: M. Costello, Dorothy Borchers, Jim Salmon, Georgia Caron, S. Michaud, M. McClellan, S. Gaetjens-Oleson

Finance Committee J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, Shawn Bromley, S. Gaetjens-Oleson
Program Committee: M. McClellan, M. Costello, Julie Brosak, Georgia Caron, L. Charles, K. Eafrati

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

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

Last revised: 12/19, 4/20, 5/20, 9/20, 10/20, 11/20, 2/21, 7/21, 8/21, 12/21, 1.19.22, 2.23.22, 3.16.22, 3.28.22, 4.21.22, 6.13.22, 8.1.22, 10/22, 5/23

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Claudette Martin

[redacted]

Qualifications

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

Employment History

1984 – Present Northern Human Services Littleton, NH

Program Manager

Case Manager

Bridge Housing Specialist

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

1983 – 1984 Dean's Shared Home Lancaster, NH

Assistant Manger

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

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Education

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

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Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Claudette Martin	Program Director, Regional Bridge Subsidy	$54,199.60

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18 mac

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$640,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,666
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,609,165	$11,775,275	$16,284,430	$4,349,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
			Sub-total	$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005
			Total Family Support Services	*$4,509,155*	*$4,349,228*	*$8,858,383*

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575
			Grand Total	*$16,284,430*	*$8,835,528*	*$25,119,958*

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 Northern Human Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $17,156,617

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, except for the budget line item Daily Subsidy Fees, 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.

15.2. Daily Subsidy Fees shall be reimbursed at $75 per individuals receiving services per day. This Daily Subsidy Fee is to assist with covering the cost of housing.

15.3. The contracted home providers' stipend shall not to exceed $150.69 per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 16 to read:

16. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.3., Specialty Housing Provisions, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2022 through June 30, 2023, and shall be in accordance with the approved line item, as specified in Exhibit B-4, Budget, Amendment #3.

16.1. The Contractor shall submit a detailed budget for approval for the expense line, Specialty Housing Provisions, in a form satisfactory to the Department, no later than 20 days before July 1, 2022. The detailed budget shall be retained by the Department.

9. 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.

10. 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

12/22/2021
Date

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

Northern Human Services

12/22/2021
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2021
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

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.

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.

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.

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.

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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.

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.

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.

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.

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

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

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.

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

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 contract effective date.

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.

2.3. **Specialty Housing Provisions**

2.3.1. Effective July 1, 2022, the Contractor shall continue providing intensive residential treatment services for individuals at high risk of admission to NHH within the Northern Human Services catchment area to support the Housing and Urban Development (HUD) requirement of the Gilpin Community Residence to move from the provision of transitional housing to permanent supported housing.

2.3.2. Effective July 1, 2022, the Contractor shall ensure funds are applied to support the staffing costs at the Gilpin Community Residence, 145 High Street, Littleton, NH and to the extent possible, the Kearsarge Community Residence, 138 Kearsarge Street, North Conway, NH to enhance staffing support.

2.3.3. Effective July 1, 2022, the Contractor shall submit data to the Department, as requested.

2.3.4. Effective July 1, 2022, the Contractor agrees that reimbursements will be based on costs in accordance with Exhibit B, Methods and Conditions Precedent to Payment.

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Exhibit B-3 Budget
Amendment #3

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

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

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	$	142,794	$	55,144	$	87,650
2. Employee Benefits	$	18,543	$	18,543	$	-
3. Consultants	$	-	$	-	$	-
4. Equipment:	$	-	$	-	$	-
Rental	$	-	$	-	$	-
Repair and Maintenance	$	-	$	-	$	-
Purchase/Depreciation	$	1,000	$	1,000	$	-
5. Supplies:	$	-	$	-	$	-
Educational	$	-	$	-	$	-
Consumables	$	7,700	$	-	$	7,700
Pharmacy	$	-	$	-	$	-
Medical	$	-	$	-	$	-
Office	$	300	$	300	$	-
6. Travel	$	4,800	$	4,800	$	-
7. Occupancy	$	450	$	450	$	-
8. Current Expenses	$	-	$	-	$	-
Telephone	$	2,130	$	960	$	1,170
Postage	$	360	$	360	$	-
Subscriptions	$	-	$	-	$	-
Audit and Legal	$	450	$	450	$	-
Insurance	$	900	$	900	$	-
Board Expenses	$	-	$	-	$	-
Miscellaneous (Contingency)	$	500	$	500	$	-
9. Software	$	900	$	900	$	-
10. Marketing/Communications	$	-	$	-	$	-
11. Staff Education and Training	$	750	$	750	$	-
12. Subcontracts/Agreements	$	-	$	-	$	-
13. Other (specify details mandatory):	$	-	$	-	$	-
Criminal Record Checks	$	1,000	$	1,000	$	-
Client Funds	$	-	$	-	$	-
Unit Damage	$	10,750	$	-	$	10,750
Rental Vouchers	$	-	$	-	$	-
Daily Subsidy Fees	$	41,062	$	-	$	41,062
Rental Occupancy Cost	$	-	$	-	$	-
Facility Fit-Up Cost	$	37,769	$	-	$	37,769
14. Specialty Housing Provisions (detailed budget to be provided)	$	-	$	-	$	-
15. Admin/Indirect	$	10,015	$	10,015	$	-
TOTAL	$	278,173	$	93,472	$	184,701

Indirect As A Percent of Direct

Contractor Initials SGO
Date 12/22/2021

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Exhibit B-4 Budget
Amendment #3

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

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

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

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion Direct
1. Total Salary/Wages	$ 229,643	$ 55,144	$ 174,499
2. Employee Benefits	$ 16,543	$ 16,543	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Consumables	$ 14,400	$ -	$ 14,400
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel	$ 4,500	$ 4,500	$ -
7. Occupancy	$ 450	$ 450	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 3,300	$ 960	$ 2,340
Postage	$ 360	$ 360	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Unit Damage	$ 21,500	$ -	$ 21,500
Rental Vouchers	$ -	$ -	$ -
Daily Subsidy Fees	$ 82,125	$ -	$ 82,125
Rental Occupancy Cost	$ -	$ -	$ -
Facility Fit-Up Cost	$ -	$ -	$ -
14. Specialty Housing Provisions (detailed budget to be provided)	$ 67,000	$ -	$ 67,000
15. Admin/Indirect	$ 10,015	$ 10,015	$ -
TOTAL	$ 455,336	$ 93,472	$ 361,864

Indirect As A Percent of Direct

Contractor Initials SCO
Date 12/22/2021

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

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

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

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 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 177184-B001)

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

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

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

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

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

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

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

Funding Amount Shared by Vendors as follows:

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

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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   June 30, 2022.

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

   $12,030,280.

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

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

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

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

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

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

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does .

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

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

Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/15/2021
Date

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

Northern Human Services

6/15/2021
Date

DocuSigned by:
Name: Madelene Costello
Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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.

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

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

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

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

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

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

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

2.5.5.1. Benefits eligibility and status.

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

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

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

2.6.1. Obtaining the individual's housing history.

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

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

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

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

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

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

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

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

2.6.8. Ensuring the individual understands fair housing laws.

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

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

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

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

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

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

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

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

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

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

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

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

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

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

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

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

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

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

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

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

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

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

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

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

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

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

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

2.14.6. Ensuring timely HBSP voucher payments to landlords.

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

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

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

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

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

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

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

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

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

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

2.19.4. All identities of any complainants are kept confidential.

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

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

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

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

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

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

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

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

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

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

3. Phoenix System

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

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

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

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

4. Staffing

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

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

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

5. Reporting

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

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

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

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

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

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

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

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

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

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

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

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

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

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

6. Performance Measures

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

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

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

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

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

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		$							

Contractor Initials CMC
Date 6/15/2021

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

September 18, 2020

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

REQUESTED ACTION

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

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

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

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

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

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

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

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

The Department will monitor contracted services by reviewing:

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

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

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

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

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori A. Shibinette
Commissioner

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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	$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

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

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

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

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

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

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

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

Funding Amount Shared by Vendors as follows:

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

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

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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $7,450,508.

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

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

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

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

      2.1.3.1. Benefits eligibility and status.

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

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

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

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

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

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

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

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

2.2.5. Assisting individuals with contacting potential landlords.

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

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

2.2.8. Ensuring individuals understand fair housing laws.

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

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

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

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

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

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

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

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

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

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

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

read:

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

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

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

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

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

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

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

5.2. The performance measures will be designated to evaluate:

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

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

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

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

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

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

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

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

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

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

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

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

State of New Hampshire
Department of Health and Human Services

10/7/2020
Date

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

Northern Human Services

10/5/2020
Date

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

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

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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

Contractor Initials: EJ

Date: 10/5/2020

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Jeffrey A. Meyers
Commissioner

Kaija 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

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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Financial Details

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

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

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

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

1.13 Acknowledgement: State of NH, County of Carroll

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

1.13.1 Signature of Notary Public or Justice of the Peace

Susan Wiggin

1.13.2 Name and Title of Notary or Justice of the Peace

Susan Wiggin, Notary

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/4/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 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.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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

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

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

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

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

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

2. Scope of Services

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

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

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

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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

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

2.1.3.1. Benefits eligibility and status.

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

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

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

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

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

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

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

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

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

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

2.2.8. Ensure individuals understand fair housing laws.

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

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

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

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

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

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

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

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

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

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

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

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

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

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

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

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

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

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

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

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

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

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

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

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

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

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

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

2.10.4. All identities of any complainants are kept confidential.

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

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

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

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

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

3. Staffing

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

3.2. The Contractor shall ensure:

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

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

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

4. Reporting

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

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

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

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

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

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

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

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

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

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

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

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

5. Performance Measures

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

5.2. The performance measures will be designed to evaluate:

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

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

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

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

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

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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 costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

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

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

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

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

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,358.00	$ -	$ 41,358.00	$ -	$ -	$ -	$ 41,358.00	$ -	$ 41,358.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 775.00	$ -	$ 775.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00	$ -	$ 270.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
Insurance	$ 875.00	$ -	$ 875.00	$ -	$ -	$ -	$ 875.00	$ -	$ 875.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 563.00	$ -	$ 563.00	$ -	$ -	$ -	$ 563.00	$ -	$ 563.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,759	$ 7,292	$ 68,051	$ -	$ -	$ -	$ 60,759	$ 7,292	$ 68,051
Indirect As A Percent of Direct		12.0%							

Contractor Initials EJ

Date 7/25/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY 21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
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	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
14. Admin		$ 9,722	$ 9,722	$ -	$ -	$ -		$ 9,722	$ 9,722
TOTAL	$ 81,817	$ 9,722	$ 90,739	$ -	$ -	$ -	$ 81,817	$ 9,722	$ 90,739
Indirect As A Percent of Direct		12.0%							

Contractor Initials: EJ

Date: 7/25/19

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SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

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

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

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Contract Definitions:**

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

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

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

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

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

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

Contractor Initials

Date 7/25/19

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REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

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

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

2. **Renewal**

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.).

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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

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

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

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

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

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

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

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

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

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

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

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

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

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

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

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

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

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073973059

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

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

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, Revisions to Standard Contract Language, 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, 2025

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

   $24,756,861.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/24/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C03442...
Name: Katja S. Fox
Title: Director

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

5/23/2023
Date

DocuSigned by:
Roger Osmun
0ABDB54CB432473...
Name: Roger Osmun
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2023
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

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

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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Contractor Initials

5/23/2023
Date

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

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

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

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

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

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

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

2.1.9.3.4. Individual's strengths.

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

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

2.1.9.3.7. 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:

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

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

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

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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

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

2.1.10.5. Ensuring the individual understands fair housing laws.

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

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

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

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

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

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

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

2.1.10.9.5. 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.

DS
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Exhibit A, Amendment #4

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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

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

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

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

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

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

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

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

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

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

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

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

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

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

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

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

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

2.1.17.3. 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.

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

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

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

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

2.1.18.1. Income verification for all adults in the household.

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

2.1.18.3. Inspection of the unit.

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

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

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

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

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

2.1.21. 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.

2.1.22. 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:

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

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

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

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

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

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

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

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

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

2.1.24.1. 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;

2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

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

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

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

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

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. 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.

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

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

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

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

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

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

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

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

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

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

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

2.1.28.3.1. 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.

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2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

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

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

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

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

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, DS shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

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

2.1.29.1.5. Privacy practices.

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

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

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

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. Outcomes 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.

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

2.1.32. Performance Measures

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, including

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 6-Bed Expansion**

2.2.1. The Contractor shall operate a housing program for adults with serious mental illness that includes independent living units for a minimum of 6 individuals with approximately 120 days average length of stay.

2.2.2. The Contractor shall ensure the housing program is staffed by at least a .5 FTE program manager.

2.2.3. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

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

2.2.3.2. Individuals being discharged from NHH or Glencliff; and

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

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

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

2.2.5.1. Assessment of the individual's ability to live independently.

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

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

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

2.2.7. The Contractor shall 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:

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

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

2.2.7.3. Length of stay upon discharge.

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

2.2.7.5. Programmatic offerings.

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

Exhibit B, Amendement #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The Total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

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Exhibit B-5 Budget
Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 69,405	$ 55,144	$ 14,261
2. Employee Benefits	$ 18,480	$ 16,543	$ 1,937
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Rehabilitation	$ -	$ -	$ -
Household	$ 2,400	$ -	$ 2,400
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel/ Transportation	$ 6,300	$ 4,500	$ 1,800
7. Occupancy	$ 60,450	$ 450	$ 60,000
8. Current Expenses	$ -	$ -	$ -
Telephone/Communication	$ 2,960	$ 960	$ 2,000
Postage/Printing	$ 1,360	$ 360	$ 1,000
Audit and Legal	$ 1,050	$ 450	$ 600
Insurance	$ 2,100	$ 900	$ 1,200
Miscellaneous (Contingency)	$ 3,500	$ 500	$ 3,000
Utilities (electricity, heat, internet, phone, cab	$ 10,500	$ -	$ 10,500
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,550	$ 750	$ 800
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Unit Damages	$ -	$ -	$ -
Staff Recruitment	$ -	$ -	$ -
Daily Subsidy Fees	$ -	$ -	$ -
14. Admin/Indirect	$ 23,565	$ 10,015	$ 13,550
TOTAL	$ 206,520	$ 93,472	$ 113,048

Indirect As A Percent of Direct

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Contractor Initials_____

5/24/2023
Date_____

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Exhibit B-6 Budget
Amendment #4

New Hampshire Department of Health and Human Services

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

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported.Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 69,405	$ 55,144	$ 14,261
2. Employee Benefits	$ 18,480	$ 16,543	$ 1,937
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Rehabilitation	$ -	$ -	$ -
Household	$ 2,400	$ -	$ 2,400
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel/ Transportation	$ 6,300	$ 4,500	$ 1,800
7. Occupancy	$ 60,450	$ 450	$ 60,000
8. Current Expenses	$ -	$ -	$ -
Telephone/Communication	$ 2,960	$ 960	$ 2,000
Postage/Printing	$ 1,360	$ 360	$ 1,000
Audit and Legal	$ 1,050	$ 450	$ 600
Insurance	$ 2,100	$ 900	$ 1,200
Miscellaneous (Contingency)	$ 3,500	$ 500	$ 3,000
Utilities (electricity, heat, internet, phone, cab	$ 10,500	$ -	$ 10,500
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,550	$ 750	$ 800
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Unit Damages	$ -	$ -	$ -
Staff Recruitment	$ -	$ -	$ -
Daily Subsidy Fees	$ -	$ -	$ -
14. Admin/Indirect	$ 23,565	$ 10,015	$ 13,550
TOTAL	**$ 206,520**	**$ 93,472**	**$ 113,048**

Indirect As A Percent of Direct

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Contractor Initials
5/24/2023
Date

DocuSign Envelope ID: 4533F965-11F7-4385-91DF-80E1D2BD72E7

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **85174**

Certificate Number: **0006227768**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 4533F965-11F7-4385-91DF-80E1D2BD72E7

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **367817**

Certificate Number: **0006227769**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 4533F965-11F7-4385-91DF-80E1D2BD72E7

CERTIFICATE OF VOTE/AUTHORITY

I, Douglas Williamson hereby certify that:

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 22, 2023, at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: May 22, 2023

Signature of Elected Officer
Name: Douglas Williamson
Title: Board of Directors Chair

STATE OF NEW HAMPSHIRE

County of Grafton

The foregoing instrument was acknowledged before me this 22nd day of May, 2023

By Douglas Williamson
(Name of Elected Clerk/Secretary/Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023

Rev. 09/23/19

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2022

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463--gaup-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED West Central Services, Inc dba West Central Behavioral Health 85 Mechanic St., Suite C2-1 Box A-10 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010982297-09 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2484148	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2484153	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED RETENTION $			PHUB839150	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Healthcare Professional Liability,-Claims Made			PHPK2484148	11/01/2022	11/01/2023	Each Claim: Aggregate:	1,000,000 3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2023

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

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

PRODUCER	CONTACT NAME: Colin Quirk
Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Colin.Quirk@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Company, Inc.	42376
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
West Central Behavioral Health
85 Mechanic Street
Suite C2-1, Box A-10
Lebanon NH 03766

COVERAGES **CERTIFICATE NUMBER: 23-24 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4269617	6/1/2023	6/1/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Hays/RASTAP

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Effective Date:
May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

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

FINANCIAL STATEMENTS

June 30, 2022

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West Central Services, Inc.
d/b/a West Central Behavioral Health
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

Opinion

We have audited the accompanying financial statements of West Central Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022 and 2021, and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of West Central Services, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about West Central Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 18, 2022

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

STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 4,571,313	$ 2,482,209
Investments	961,700	1,098,785
Restricted cash	86,253	93,133
Accounts receivable - trade, net	354,401	351,878
Accounts receivable - other	366,232	309,312
Prepaid expenses	139,027	116,479
TOTAL CURRENT ASSETS	6,478,926	4,451,796
PROPERTY & EQUIPMENT, NET	664,481	610,970
OTHER ASSETS		
Investment in Behavioral Information Systems	-	114,876
Deposits	26,880	26,880
TOTAL OTHER ASSETS	26,880	141,756
TOTAL ASSETS	$ 7,170,287	$ 5,204,522

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 76,992	$ 103,961
Accrued payroll and related expenses	160,905	291,061
Deferred revenue	381,415	229,628
Deposits and other current liabilities	433,029	51,782
TOTAL CURRENT LIABILITIES	1,052,341	676,432
LONG-TERM DEBT, less current portion	543,715	543,715
TOTAL LIABILITIES	1,596,056	1,220,147
NET ASSETS		
Net Assets without donor restrictions	5,358,067	3,852,679
Net Assets with donor restrictions	216,164	131,696
TOTAL NET ASSETS	5,574,231	3,984,375
TOTAL LIABILITIES AND NET ASSETS	$ 7,170,287	$ 5,204,522

See Accompanying Notes to Financial Statements.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	Total	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
State of New Hampshire -- BBH	$ 1,040,394	$ -	$ 1,040,394	$ 491,054
Other public support	200,759	302,902	503,661	518,571
Grants	708,110	-	708,110	660,078
Net assets released from restriction	218,434	(218,434)	-	-
Total public support	2,167,697	84,468	2,252,165	1,669,703
Revenues -				
Program service fees	8,492,905	-	8,492,905	8,063,750
Contracted services	301,786	-	301,786	550,592
Rental income	158,390	-	158,390	159,021
Other revenues	381,437	-	381,437	394,705
Total Revenues	9,334,518	-	9,334,518	9,168,068
TOTAL PUBLIC SUPPORT AND REVENUES	11,502,215	84,468	11,586,683	10,837,771
EXPENSES				
Adult Maintenance	2,638,396	-	2,638,396	2,953,850
Adult Vocational	116,993	-	116,993	152,351
Children	3,092,799	-	3,092,799	3,060,851
ACT Team	683,772	-	683,772	815,957
Emergency Services	890,540	-	890,540	772,142
Housing services	1,463,109	-	1,463,109	1,286,851
General adult	265,009	-	265,009	406,788
Bridges	348,058	-	348,058	305,667
Other program services	364,532	-	364,532	682,691
TOTAL EXPENSES	9,863,208	-	9,863,208	10,437,148
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	1,639,007	84,468	1,723,475	400,623
OTHER INCOME				
Forgiveness of Debt - PPP income	-	-	-	1,273,300
Investment Income	(133,619)	-	(133,619)	149,226
TOTAL OTHER INCOME	(133,619)	-	(133,619)	1,422,526
TOTAL INCREASE IN NET ASSETS	1,505,388	84,468	1,589,856	1,823,149
NET ASSETS, BEGINNING OF YEAR	3,852,679	131,696	3,984,375	2,161,226
NET ASSETS, END OF YEAR	$ 5,358,067	$ 216,164	$ 5,574,231	$ 3,984,375

See Accompanying Notes to Financial Statements.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 1,589,856	$ 1,823,149
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	105,294	84,839
Unrealized (gain) loss on investment in partnership	-	(5,727)
Gain on sale of BIS	(22,300)	-
(Gain) Loss on disposal of assets	(4,240)	13,028
PPP loan forgiveness	-	(1,273,300)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(2,523)	18,727
Accounts receivable - other	(56,920)	234,560
Due from affiliates	-	54,097
Prepaid expenses	(22,548)	(17,731)
Restricted cash	6,880	(26,286)
Security deposits	-	5,000
Increase (decrease) in the following liabilities:		
Accounts payable	(26,969)	(68,432)
Accrued payroll and related expenses	(130,156)	110,379
Deferred revenue	151,787	94,561
Deposits and other current liabilities	381,247	28,296
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,969,408	1,075,160
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of asset	9,748	-
Proceeds from sale of Investment in BIS	137,176	-
Purchase of property and equipment	(164,313)	(67,146)
Investment activity, net	137,085	(552,955)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	119,696	(620,101)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	94,168	93,101
Repayment on line of credit	(94,168)	(93,101)
Repayment of notes payable	-	(400)
NET CASH USED BY FINANCING ACTIVITIES	-	(400)
NET INCREASE IN CASH	2,089,104	454,659
CASH AT BEGINNING OF YEAR	2,482,209	2,027,550
CASH AT END OF YEAR	$ 4,571,313	$ 2,482,209
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	$ 9	$ 9

See Accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

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

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

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

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

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents
The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable
In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2022, the Center decreased its estimated percentage in the allowance for doubtful accounts to 31% from 38% of the total patient receivables. The allowance for doubtful accounts decreased to $157,843 as of June 30, 2022 from $211,562 as of June 30, 2021.

Property and Equipment
All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of $1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

On July 1, 2020, the Center adopted ASC Topic 606 with no significant impact to its financial position or operations, using the modified retrospective method. 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, 2022 totaled $8,492,905, of which $8,367,685 was revenue from third-party payers and $125,220 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses
The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits
Annual vacation allotments are granted to employees that are regularly scheduled to work 20 or more hours per week, if an employee works less than 37.5 hours per week the time earned will be prorated based on their FTE. Eligible employees are able to accrue hours starting at the beginning of each calendar year and accrued time is to be utilized by December 31st; with the exception of up to 5 days that is allowed to be carried over into the new calendar year. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising
Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2022 and 2021 was $32,770 and $9,002, respectively.

Concentration of Credit Risk
The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to $250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. The majority of the payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs. Additionally, there are payments for services rendered to other Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 90% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

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NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Due to the COVID-19 pandemic, the MOE requirements were waived for the 2021 fiscal year by all three of the MCOs and the client has accrued a payback of $426,863 for the year ended June 30, 2022. This is included in other current liabilities on the statement of financial position.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 4,571,313
Accounts Receivable (net)	720,633
Investments	961,700
Financial assets available within one year for general expenditures	$ 6,253,646

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures. Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	2022	2021
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	$ 333,625	$ 255,344
Medicare	18,363	40,897
Third party insurance companies	111,992	171,130
Clients	48,263	96,069
	512,243	563,440
Allowance for doubtful accounts	(157,842)	(211,562)
	$ 354,401	$ 351,878

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NOTE 4 ACCOUNTS RECEIVABLE (continued)

Other accounts receivable of the Center consisted of the following at June 30:

	2022	2021
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	$ 56,042	$ 80,350
Bridges Housing Program	91,922	33,707
Bureau of Behavioral Health	99,422	121,195
MCO Directed Payments	118,846	72,406
IDN Grants	-	1,654
	$ 366,232	$ 309,312

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	2022	2021
Land	$ 20,695	$ 20,695
Building and improvements	838,114	834,639
Furniture, fixtures and equipment	415,973	762,800
Vehicles	81,842	21,375
Project in Progress	16,905	-
	1,373,529	1,639,509
Accumulated Depreciation	(709,048)	(1,028,539)
NET BOOK VALUE	$ 664,481	$ 610,970

Depreciation expense for the years ended June 30, 2022 and 2021 was $105,294 and $84,839, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

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NOTE 6 INVESTMENTS (continued)

2022	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 830,956	$ 130,744	$ 961,700

2021	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 793,461	$ 305,324	$1,098,785

Investment income consisted of the following at June 30,:

	2022	2021
Interest and dividends	$ 19,967	$ 15,396
Realized gains	20,994	7,857
Unrealized gains (losses)	(174,580)	125,973
	$ (133,619)	$ 149,226

	2022	2021
Investments in Behavioral Information Systems, LLC	$ -	$ 114,876

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested $88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2022 and 2021 was $0 and $5,727, respectively.

The Center sold its 50% investment in BIS on December 31, 2021 for $137,176 for a gain of $22,301 which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

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NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	2022	2021
ARPA Grant	$ 140,415	$ -
Future Operating Expenses	30,000	-
Scholarship Program	200,000	-
Mobile Crisis Program	-	52,500
Bridge Program	11,000	11,000
Newport Tiger Program	-	15,000
Integrated Care Program	-	149,928
Other Grants	-	1,200
	$ 381,415	$ 229,628

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NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	2022	2021
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	$ 543,715	$ 543,715
Less: Current Portion	-	-
	$ 543,715	$ 543,715

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

Year Ending June 30,	Amount
2023	$ -
2024	-
2025	-
2026	-
2027	-
Thereafter	543,715
	$ 543,715

No interest expense was incurred on the above long term debt during the years ended June 30, 2022 and 2021.

NOTE 10 LINE OF CREDIT

As of June 30, 2022 and 2021, the Center had available a line of credit with maximum amounts available of $500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2022 and 2021, the outstanding balance was $-0- and $-0- respectively. The effective interest rate at June 30, 2022 and 2021 was 3.5%. Interest expense on the line of credit was $9 and $8 for the years ended June 30, 2022 and 2021, respectively. The line of credit expires in April, 2023.

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NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2022 and 2021, the Center paid BIS $0 for services rendered. At June 30, 2022 and 2021, the Center owed BIS $0 for current services. The Center sold its investment in BIS effective December 31, 2021.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services provided by clinical personnel. During fiscal years ended June 30, 2022 and 2021 the Center paid $256,438 and $173,670, respectively.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax-deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstituted a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. During the years ended June 30, 2022 and 2021, the total employer contributions into this retirement plan were of $58,424 and $66,639.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	2022	2021
Due from clients	9 %	17 %
Insurance companies	22	30
Medicaid	65	46
Medicare	4	7
	100 %	100 %

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NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2022 for each of the next five years and in the aggregate are:

Year Ending June 30,	Amount
2023	$ 616,928
2024	473,847
2025	390,187
2026	316,149
2027	310,065
Thereafter	280,108
	$ 2,387,284

Total rent expense for the years ended June 30, 2022 and 2021, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was $617,049 and $687,056, respectively.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30,:

	2022	2021
Emergency Services Program	$ -	$ 47,097
Children's Program	104,584	55,046
Future Vehicle Purchase	-	21,000
Integrated Care	98,265	-
Other Contributions with Restrictions	13,315	8,553
	$ 216,164	$ 131,696

The amounts above are temporarily restricted and the restricted net assets will become unrestricted once the restrictive purposes have been satisfied.

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NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain. During the year ended June 30, 2021 the PPP funds received were forgiven by the SBA and recognized as other income on these financial statements in the amount of $1,273,300.

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 18, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2022, have been incorporated into the basic financial statements herein.

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SUPPLEMENTARY INFORMATION

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West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
CLIENT FEES	$ 96,069	$ 501,531	$ (376,311)	$ (173,026)	$ 48,263
OTHER INSURANCE	171,130	731,282	(249,560)	(540,860)	111,992
MEDICAID	255,344	8,919,922	(1,236,410)	(7,605,231)	333,625
MEDICARE	40,897	654,401	(451,950)	(224,985)	18,363
TOTALS	$ 563,440	$ 10,807,136	$ (2,314,231)	$ (8,544,102)	$ 512,243

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West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2022	$ 121,195	$ 1,040,394	$ (1,062,167)	$ 99,422

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/23/21	$ 26,073
08/23/21	11,255
08/31/21	26,073
09/28/21	31,385
10/04/21	26,073
10/18/21	32,755
10/26/21	52,146
12/01/21	52,148
12/31/21	163,775
01/06/22	57,999
01/31/22	74,020
02/08/22	31,948
03/03/22	61,757
03/14/22	26,073
03/25/22	36,262
03/28/22	38,316
04/07/22	57,680
04/18/22	26,073
04/25/22	24,007
06/01/22	35,478
06/06/22	46,382
06/21/22	26,678
06/28/22	97,811
	$ 1,062,167

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	Total Agency	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2021
Program Services Fees												
Net Client Fees	$ 125,220	$ 125,220	$ 27,912	$ 4,875	$ 18,408	$ 19,931	$ 15,472	$ 28,845	$ 4,688	$ -	$ 5,089	$ 152,383
Medicaid	7,683,512	7,683,512	1,734,045	73,346	3,408,147	455,906	130,507	1,818,980	31,881	-	30,700	7,085,935
Medicare	202,451	202,451	140,992	-	-	9,389	5,082	2,112	38,762	-	6,114	345,198
Other Insurance	481,722	481,722	192,903	-	203,291	12,483	5,414	741	55,902	-	10,988	480,234
Public Support - Other												
Local/County Gov't.	62,649	62,649	15,461	577	26,776	3,671	1,154	13,652	968	-	390	63,400
Donations/Contributions	427,757	427,757	101,773	3,798	179,560	24,168	7,598	89,868	6,424	-	14,568	441,211
Grants	658,417	658,417	46,050	2,645	304,935	4,105	166,580	17,012	1,082	-	116,008	660,078
Other Federal Grants	49,693	49,693	-	-	-	-	-	-	-	-	49,693	-
Other Public Support	13,255	13,255	-	-	13,255	-	-	-	-	-	-	13,960
BBH												
Community Mental Health	1,040,394	1,040,394	8,671	273	17,821	151,738	854,783	6,464	458	-	185	491,054
Other BBH	301,786	301,786	45,687	-	14,404	9,957	98,447	-	3,960	-	129,332	550,592
Rental Incomes	158,390	158,390	5,153	-	-	-	-	153,237	-	-	-	159,021
Other Revenues	381,437	381,437	5,658	207	14,442	1,315	413	14,637	1,147	343,478	140	394,705
TOTAL PUBLIC SUPPORT AND REVENUES	$ 11,586,683	$ 11,586,683	$ 2,324,305	$ 85,721	$ 4,201,039	$ 692,663	$ 1,285,450	$ 2,145,548	$ 145,272	$ 343,478	$ 363,207	$ 10,837,771

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2021
Personnel Costs:													
Salary &Wages	$ 6,232,393	$ 560,566	$ 5,671,827	$ 1,546,646	$ 61,602	$ 1,862,896	$ 390,975	$ 648,417	$ 764,562	$ 140,028	$ 48,020	$ 208,681	$ 6,576,835
Employee Benefits	725,730	46,047	679,683	178,248	10,679	260,091	56,930	43,371	74,076	26,844	8,367	21,077	773,516
Payroll Taxes	432,349	39,869	392,480	101,517	4,241	127,078	24,842	48,128	56,325	10,391	3,348	16,610	459,459
Professional Fees:													
Professional Fees	328,017	38,412	289,605	134,165	1,575	98,666	10,005	3,159	37,165	2,939	498	1,433	280,056
Staff Devel. & Training:													
Staff Development	19,801	9,546	10,255	5,193	13	1,273	795	311	-	1,037	499	1,134	25,396
Occupancy Costs:													
Rent	869,593	22,000	847,593	166,160	12,893	166,056	45,318	27,980	120,800	19,897	259,137	29,352	902,487
Other Utilities	86,657	-	86,657	11,569	907	18,199	3,328	787	49,575	1,135	525	632	82,117
Maintenance and Repairs	46,098	4,403	41,695	4,841	358	7,955	1,244	929	24,891	162	259	1,056	64,027
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	224,409	-	224,409	70,351	4,238	84,299	14,755	13,542	15,281	13,459	874	7,610	234,656
Consumable Supplies:													
Office/Building/Household	55,941	12,269	43,672	7,731	653	5,452	2,139	4,187	17,318	991	638	4,563	60,614
Food	33,954	2,844	31,110	81	1	1,312	2	-	29,311	-	-	403	35,361
Equipment Rental	23,682	8,238	15,444	4,896	437	5,990	1,472	641	572	493	269	674	23,394
Equipment Maintenance	271	167	104	41	2	33	7	8	-	13	-	-	4,720
Depreciation	105,294	5,357	99,937	19,560	824	24,553	3,165	6,836	43,666	834	-	499	84,839
Advertising	32,770	-	32,770	9,329	287	13,301	1,824	573	6,781	481	-	194	9,002
Membership Dues	61,933	-	61,933	15,449	566	26,441	3,598	1,131	13,377	949	-	422	53,543
Telephone/Communications	89,556	15,034	74,522	17,145	2,345	23,641	9,431	7,333	10,397	1,060	438	2,732	89,712
Postage/Shipping	5,424	2,005	3,419	1,001	73	1,340	228	184	55	197	228	113	7,150
Transportation:													
Staff/Clients	60,778	3,528	57,250	11,107	360	16,132	12,851	3,397	1,920	811	5,929	4,743	72,655
Insurance:													
General/Liability	206,671	-	206,671	49,691	2,709	63,015	14,339	19,863	40,289	5,254	3,659	7,852	169,281
Interest Expense	9	-	9	3	-	3	1	-	1	-	-	1	8
Other Expenditures	185,878	29,661	156,217	50,119	1,395	56,261	8,053	7,281	26,701	2,651	218	3,538	392,320
TOTAL EXPENSES	9,863,208	799,946	9,063,262	2,404,843	106,158	2,863,987	605,302	838,058	1,369,063	229,626	332,906	313,319	10,437,148
Administrative Allocation	-	(799,946)	799,946	233,553	10,835	228,812	78,470	52,482	94,046	35,383	15,152	51,213	-
TOTAL PROGRAM EXPENSES	$ 9,863,208	$ -	$ 9,863,208	$ 2,638,396	$ 116,993	$ 3,092,799	$ 683,772	$ 890,540	$ 1,463,109	$ 265,009	$ 348,058	$ 364,532	$ 10,437,148

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Board of Directors Members
Roster FY 2023

Douglas Williamson MD
Chair

William C. Torrey MD
Vice Chair

Anne Page
Secretary/Treasurer
Chair, Finance Committee

Peter Bleyler
Director

Aimee Claiborne
Director

Lisa Cohen
Director

Kenneth Dolkart MD
Director

Robert Hansen
Director

Darrell Hotchkiss
Director

Matthew Houde
Director

Brian Lombardo MD
Director
Chair, Quality Improvement Committee

Charlene Lovett
Director

Brian Marsicovetere
Director

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Chair, Development and Community Relations Committee

Sarah Rutter
Director

Susan Seidler
Director

Sheila Shulman
Chair, Governance Committee

Phillip Stocken
Director

Roger Osmun PHD
Ex-officio

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LAURIE MUDGE

[redacted]

SUMMARY

Dedicated, skilled, and respected leader, with over 20 years of management experience, overseeing the provision of high quality and financially profitable programming in mental health care.

SKILLS

- Leadership by example
- Dedication to excellence
- Strong communication skills
- Ability to motivate personnel and successfully guide through change
- Advanced decision-making and problem-solving skills
- Understanding of billing and managed care systems
- Knowledge of state and federal regulations

EXPERIENCE

WEST CENTRAL BEHAVIORAL HEALTH, Lebanon NH
VP of Clinical Services 2023 - present

- Oversees the clinical service delivery, supporting staffing patterns, supervisory structure and other resources to ensure that program goals are achievable and fiscally viable.
- Develops annual budgets, working with the CEO and CFO, ensuring that accurate staffing patterns and other anticipated expenses are included.
- Uses data from a variety of sources to inform business decisions related to clinical services, program structure, allocation of staff resources and agency priorities.
- Routinely presents data to agency committees and/or the agency board regarding clinical outcomes related to direct care services, which can include but is not limited to: client satisfaction survey data, internal data sets, external audits/fidelity reviews, or other information that describes service outcomes.
- Ensures that services are provided within the scope of the agency's prevailing standards, whether driven by adopted evidence-based practices or contractual mandates.
- Participates in the agency's Quality Improvement Committee and the agency's broader performance improvement program, offering defined strategies to implement that supports improvements in area of defined opportunities of improvement.
- Assesses and facilitates development of professional competencies to support the success and growth of the clinical programs
- Provides comprehensive and equitable performance evaluations direct reports.

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Director 2001-2023

- Responsible for overseeing all clinical aspects of the programs, ensuring that clinical staff have skills and support to provide high-quality clinical services.
- Manage the administrative aspects of the program including recruitment, hiring, orientation, training, evaluation and discipline of employees.
- Successfully maintain financially profitable programs through the close management of revenue and expenses.
- Develop strong collaborative relationships with other community providers and agencies.
- Serve as the liaison to the department health and human service's children's behavioral health administrators and other statewide leaders in children's behavioral health.
- Coach and mentor supervisory staff.
- Foster a team-oriented work environment.
- Engage in quality improvement, risk management, and program development activities.
- Aided in the development of program budget on yearly basis.

Supervisor, Family Specialist and Child Case Manager Program /Child Clinician 1998-2000

- Provided clinical supervision to staff.
- Responsible for the administrative oversight of the programs.
- Provide individual, group and family therapy to children and their families

Family Specialist 1997-1998

- Provided home based family therapy to high need families, in which both the child and caregiver had a mental illness.

DARTMOUTH COLLEGE, Lebanon, NH
Independent Consultant 2021

- Worked with a team of doctors, psychologists and researchers on the year-long Levy Health Care Delivery Incubator Project, "Accelerating recovery through enhanced psychiatric boarding of pediatric patients".

NEW ENGLAND COLLEGE, Henniker, NH
Adjunct Faculty, Graduate Program 2006-2014

- Taught Internship Seminar I, II, III, and Group Psychotherapy, during the periods that the program had a Lebanon cohort.

FRANKLIN PIERCE COLLEGE
Adjunct Faculty, Undergraduate Program 2000

- Taught Introduction to Social Work.

EDUCATION AND TRAINING

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH 1997
Master of Social Work

KEENE STATE COLLEGE, Keene, NH 1992
Bachelor of Art in Psychology

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CERTIFICATIONS

Licensed Clinical Social Worker 1999

PUBLICATIONS

Leyenaar, J Arakelyan,M Acquilano, S Gilbert, T, Craig, J; Lee,C; Kodak, S; Ignatova, E; **Mudge, L**; House, S,. Brady, R. (2023). Title: I-CARE: Feasibility, Acceptability and Appropriateness of a Digital Health Intervention for Youth Experiencing Mental Health Boarding. *Journal of Adolescent Health.*

Brady, R. E., St. Ivany, A., Nagarajan, M. K., Acquilano, S. C., Craig, J. T., House, S. A., **Mudge, L.**, & Leyenaar, J. K. (2022). Multistakeholder perspectives on interventions to support youth during mental health boarding. *The Journal of Pediatrics*. https://doi.org/10.1016/j.jpeds.2022.10.004

Brunette, M. F., Richardson, F., **White, L.**, Bemis, G., & Eelkema, R. E. (2004). Integrated family treatment for parents with severe psychiatric disabilities. *Psychiatric Rehabilitation Journal*, *28*(2), 177-180. https://doi.org/10.2975/28.2004.177.180

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CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990

Licensure and Certification:

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
New Hampshire Medical Licensure - #7851	1988 – present
Vermont Medical Licensure -#8369	1991 - present

Academic Appointments:

Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
Adjunct Assistant Professor of Women's Studies	1991 - 1992

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Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH — 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH — 2016 – present

Nashua Brookside Hospital, Nashua, NH — 1988-1990

Experience:

2007-present — Medical Director, West Central Behavioral Health
Lebanon, NH

- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present — Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH

- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present — Private Practice, general psychiatry, White River Junction, VT

1993-1995 — Staff Psychiatrist, Counseling Center of Lebanon
West Central Behavioral Health, Lebanon, NH

1990-1991 — Research Associate with George Vaillant, M.D.
Institute for the Study of Adult Development
Dartmouth Medical School, Hanover, NH

1982 — Editor, Motherhood and Childbirth Project
Women's Studies Research Center
University of Wisconsin, Madison, WI

1978-1981 — Patient Educator and counselor
Wisconsin Clinical Cancer Center
University of Wisconsin Hospitals & Clinics
Madison,WI

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Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH Volunteer training consultant	1990-2003
National Cancer Institute, Evaluation Consultant Cancer Information Service Evaluation Task Force	1979-1981

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee DHMC Department of Psychiatry	1990-1997
Parental leave Task Force, chairperson DHMC Department of Psychiatry	1988-1990

Memberships in Professional Societies:

American Association of Community Psychiatrists
American Medical Women's Association
American Psychiatric Association
Association for Women in Psychiatry
National Alliance for the Mentally Ill
New Hampshire Medical Society
New Hampshire Psychiatric Association
Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar Third year psychiatry resident seminar on models and practice of outpatient care	1996 - present
Adult Development Didactics Psychiatry residency curriculum, DHMC, Lebanon, NH	2002 - 2015
"Gender, Culture and Spirituality in Psychiatry" Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor Second year medical student introductory course Dartmouth Medical School, Hanover, NH	1993 - 2007
Supervision of Psychiatry Interns and Residents Dartmouth-Hitchcock Medical Center, Lebanon, NH	1991 - present
"Health, Society, and the Physician," group facilitator, Dartmouth Medical School fourth year course, Department of Family and Community Medicine	1995
Case Conference Coordinator, Outpatient Psychiatry Third year psychiatry resident training seminar	1994 - 1996

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Dartmouth-Hitchcock Medical Center, Lebanon, NH

The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group	1993 - present
Co-organized Women and Psychiatry module in psychiatry residency curriculum, DHMC, Lebanon, NH	1989 - 1997
Cofounder, regional conference, women & psychiatry	1993 - 1994
Women's Health Faculty Study Group	1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum	1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Purpurium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

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Publications:

Roston, D. An extraordinary team. Community Psychiatrist. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. Death Studies. 41:10, 629-634. DOI: 10.1080/07481187l2017.1335547. Routledge Press. 2017. https://doc.org/10.1080/07481187.2017.1335547.

Vaillant, GE, Orav, J,Meyer,S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. Psychiatric Times. Oct. 1993.
Roston, D. On Studying Anatomy. Academic Medicine. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

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[redacted]

Melissa A. Soendergaard

Objective

To provide excellent customer service and support for clients and staff in a fast-paced, challenging environment.

Experience

2021-present West Central Behavioral Health Lebanon, NH

Clinical Secretary

- Provide exceptional customer service for Clients and Providers in a busy mental health care office
- Responsible for answering multiple phone lines and handling all calls professionally and efficiently
- Register and scheduled patient appointments for four psychiatrists and twelve therapists
- Collect patients' payments, posted the daily charges, and prepared daily deposits
- Handle inbound faxes from pharmacies, insurance companies, test results, and consultation requests from other physicians.
- Retrieved and scanned all patient medical information in EchoV system
- Gathered and recorded all patient information including health insurance eligibility, referring physician, past medical information, and test results.

2016-2021 DHMC Lebanon, NH

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Certified Pharmacy Technician

- Provided exceptional customer service from prescription intake to completion.
- Prepared and dispensed medication under the supervision of a Pharmacist
- Quickly and accurately adjudicated insurance claims
- Provided excellent Customer Service at POS
- Troubleshooted prescription, provider and insurance issues in real time to assist patients

2002-2015 Gnomon Copy Hanover, NH

Customer Service/Human Resources/Operations Manager

- Provided exceptional customer service from job intake to completion.
- Prepared estimates and instruction for complex printing tasks.
- Operated a variety of computers and office equipment.
- Assisted Owner in Labor Law compliance.
- Assisted Owner in writing and subsequently editing the Employee Manual.
- Facilitated work-flow and communication between three stores.
- Provided training for new hires; ongoing instruction for employees

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Volunteer

Past Vice President, Home Dialyzors United - Kidney Patient Advocacy for the largest patient run dialysis organization in the United States.

Education

2004-2007 NHCTC-Claremont Claremont, NH

- A.A., Liberal Arts
- Graduated *magna cum laude*. GPA 3.86

Interests

Continuing education, writing, travel, advocacy

Achievements

- Pharmacy Technician Registration
- BLS Certificate
- CPhT Certificate
- 2006-2007 President of Alpha Delta Chi chapter of Phi Theta Kappa, International Honor Society of Two-Year Colleges
- Published twice in Nota Bene, Literary Anthology of Phi Theta Kappa
- 2006 Recipient of Phi Theta Kappa Reynolds Scholarship, one of four national award winners.
- 2005 Recipient of Phi Theta Kappa's Leaders of Promise Scholarship, one of thirty national award winners.

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West Central Behavioral Health
Housing Bridge Subsidy
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Laurie Mudge	VP Clinical Services	$0
Diane Roston	Medical Director	$0
Melissa Soendergaard	Housing Bridges Specialist	$52,125

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$640,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,509,155	$11,775,275	$16,284,430	$4,349,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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 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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
			Sub-total	$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

Total Family Support Services	***$4,509,155***	***$4,349,228***	***$8,858,383***

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575

Grand Total	***$16,284,430***	***$8,835,528***	***$25,119,958***

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 West Central Services, Inc. d/b/a West Central Behavioral Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $16,771,221

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. 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

12/20/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

West Central Services, Inc.
d/b/a West Central Behavioral Health

12/20/2021
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/20/2021
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

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.

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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

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 contract effective date.

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.

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Exhibit B-3 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: West Central Services, Inc. d/b/a West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing 6-Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	$	67,665	$	55,144	$	2,421
2. Employee Benefits	$	16,543	$	16,543	$	-
3. Consultants	$	-	$	-	$	-
4. Equipment:	$	-	$	-	$	-
Rental	$	-	$	-	$	-
Repair and Maintenance	$	180	$	-	$	180
Purchase/Depreciation	$	2,000	$	1,000	$	1,000
5. Supplies:	$	-	$	-	$	-
Educational	$	450	$	-	$	450
Rehabilitation	$	1,200	$	-	$	1,200
Household	$	8,130	$	-	$	8,130
Medical	$	-	$	-	$	-
Office	$	750	$	300	$	450
6. Travel/ Transportation	$	5,700	$	4,500	$	1,200
7. Occupancy	$	450	$	450	$	-
8. Current Expenses	$	-	$	-	$	-
Telephone/Communication	$	4,560	$	960	$	3,600
Postage/Printing	$	1,500	$	360	$	1,140
Subscriptions	$	-	$	-	$	-
Audit and Legal	$	750	$	450	$	300
Insurance	$	4,200	$	900	$	3,300
Board Expenses	$	-	$	-	$	-
Miscellaneous (Contingency)	$	1,250	$	500	$	750
9. Software	$	600	$	600	$	-
10. Marketing/Communications	$	-	$	-	$	-
11. Staff Education and Training	$	1,350	$	750	$	600
12. Subcontracts/Agreements	$	-	$	-	$	-
13. Other (specific details mandatory):	$	-	$	-	$	-
Criminal Record Checks	$	1,000	$	1,000	$	-
Client Funds	$	-	$	-	$	-
Rental Vouchers	$	-	$	-	$	-
Advertising	$	300	$	-	$	300
Utilities	$	4,500	$	-	$	4,500
14. Admin/Indirect	$	12,987	$	10,015	$	2,952
15. Fit Up One Time Cost	$	63,750	$	-	$	63,750
TOTAL	$	199,695	$	93,472	$	96,223

Indirect As A Percent of Direct

Contractor Initials: BB
Date: 12/29/2021

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Exhibit B-4 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: West Central Services, Inc. d/b/a West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program

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	$	59,986	$	55,144	$	4,842
2. Employee Benefits	$	16,543	$	16,543	$	-
3. Consultants	$	-	$	-	$	-
4. Equipment:	$	-	$	-	$	-
Rental	$	-	$	-	$	-
Repair and Maintenance	$	360	$	-	$	360
Purchase/Depreciation	$	3,000	$	1,000	$	2,000
5. Supplies:	$	-	$	-	$	-
Educational	$	900	$	-	$	900
Rehabilitation	$	2,400	$	-	$	2,400
Household	$	16,260	$	-	$	16,260
Medical	$	-	$	-	$	-
Office	$	1,200	$	300	$	900
6. Travel/Transportation	$	6,900	$	4,500	$	2,400
7. Occupancy	$	9,450	$	450	$	9,000
8. Current Expenses	$	-	$	-	$	-
Telephone/Communication	$	8,160	$	960	$	7,200
Postage/Printing	$	2,640	$	360	$	2,280
Subscriptions	$	-	$	-	$	-
Audit and Legal	$	1,050	$	450	$	600
Insurance	$	7,500	$	900	$	6,600
Board Expenses	$	-	$	-	$	-
Miscellaneous (Contingency)	$	2,000	$	500	$	1,500
9. Software	$	600	$	600	$	-
10. Marketing/Communications	$	-	$	-	$	-
11. Staff Education and Training	$	1,950	$	750	$	1,200
12. Subcontracts/Agreements	$	-	$	-	$	-
13. Other (specific details mandatory):	$	-	$	-	$	-
Criminal Record Checks	$	1,000	$	1,000	$	-
Client Funds	$	-	$	-	$	-
Rental Vouchers	$	-	$	-	$	-
Advertising	$	600	$	-	$	600
14. Admin/Indirect	$	15,919	$	10,015	$	5,904
TOTAL	$	158,418	$	93,472	$	64,946

Indirect As A Percent of Direct

Contractor Initials: LB
Date: 12/20/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

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Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc. d/b/a West Central Behavioral Health, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/15/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

West Central Services, Inc.
d/b/a West Central Behavioral Health

6/15/2021
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/15/2021
Date

DocuSigned by:
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.

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.

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

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety..

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: West Central Services, Inc. d/b/a West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials: [illegible]
Date: 6/15/2021

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13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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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 177182-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc. d/b/a West Central Behavioral Health, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 9 Hanover Street, Suite 2, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10/7/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

West Central Services, Inc. d/b/a West Central Behavioral Health

10/5/2020
Date

DocuSigned by:
Roger W. Osmun, Ph.D.
Name: Roger W. Osmun, Ph.D.
Title: President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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DocuSign Envelope ID: C69175A2-4388-4940-8EA2-668A41788A31

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 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	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472

Indirect As A Percent of Direct: 12.0%

Contractor Initials: RWO

Date: 10/5/2020

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			$2,123,704	$6,519,975	$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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DocuSign Envelope ID: C69175A2-4388-4940-8EA2-668A41788A31

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency 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 Suellen Griffin, President/CEO	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On July 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/4/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials SS
Date 7/24/19

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Date 7/24/19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials BS
Date 7/24/19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual-specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

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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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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,356.00	$ -	$ 41,356.00	$ -	$ -	$ -	$ 41,356.00	$ -	$ 41,356.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00	$ -	$ 270.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 308.00	$ -	$ 308.00	$ -	$ -	$ -	$ 308.00	$ -	$ 308.00
Insurance	$ 875.00	$ -	$ 875.00	$ -	$ -	$ -	$ 875.00	$ -	$ 875.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 563.00	$ -	$ 563.00	$ -	$ -	$ -	$ 563.00	$ -	$ 563.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,749	$ 7,292	$ 68,041	$ -	$ -	$ -	$ 60,749	$ 7,292	$ 68,041
Indirect As A Percent of Direct		12.0%							

Contractor Initials: SG

Date: 7/24/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item - Expenditure	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
14. Admin		$ 8,722	$ 8,722	$ -	$ -	$ -		$ 8,722	$ 8,722
TOTAL	$ 81,017	$ 8,722	$ 89,739	$ -	$ -	$ -	$ 81,017	$ 8,722	$ 89,739

Indirect As A Percent of Direct: 10.8%

Contractor Initials: JS

Date: 2/24/19

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials SH
Date 7/24/19

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials SH
Date 7/24/19

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

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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

Vendor Initials BS
Date 7/24/19

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
Title: President/CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/24/19
Date

Name: Sueller Griffin
Title: President / CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
Title: president / CEO

Vendor Initials SG
Date 7/24/19

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Vendor Initials _____

Date 7/24/19

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	West Central Behavioral Health
The State	Name of the Vendor
Katja S Fox	Suellen Griffin
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Suellen Griffin
Name of Authorized Representative	Name of Authorized Representative
Director	President / CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/24/19
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
Title: President/CEO

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 15-088-3462

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, Revisions to Standard Contract Language, 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $26,890,883

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/2023
Date

DocuSigned by:
Katja S. Fox
ED9905B04C82442...
Name: Katja S. Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret M. Pritchard
3F04E7989C85484...
Name: Margaret M. Pritchard
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2023
Date

DocuSigned by:
Robyn Guarino
748734344041460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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

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housing may be eligible, unless written approval to not provide services is granted by the Department.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.2. Integrative Housing Voucher Program (IHVP)

2.2.1. The Contractor shall ensure the personnel provided includes at least two (2) FTE IVHP Housing Specialists.

2.2.2. The Contractor shall provide no more than 50 Integrative Housing Vouchers.

2.2.3. The Contractor shall accept applications from individuals in need of IHVP services. The Contractor shall:

2.2.3.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IHVP applications;

2.2.3.2. Review all IHVP applications to ensure:

2.2.3.2.1. The application is complete and all requirements have been met;

2.2.3.2.2. The individual is currently enrolled in treatment; and

2.2.3.2.3. The individual does not currently qualify for the HBSP or other housing voucher programs.

2.2.3.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IHVP; and

2.2.3.4. Send completed applications to the Department for final approval.

2.2.4. The Contractor shall facilitate enrollment into the IHVP for individuals approved by the Department for services in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial approval for services.

2.2.5. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Subsection 2.1.9. and Subsection 2.1.10.

2.2.6. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.1.10.

2.2.7. The Contractor shall provide a reasonable amount of housing unit leads for each individual enrolled in the IHVP, as agreed upon by the Department.

2.2.8. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.1.9. through Section 2.1.18.

2.2.9. Phoenix System

2.2.9.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.2.9.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.2.9.1.2. 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.

2.2.9.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.2.9.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.2.9.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.2.9.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.2.9.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.2.9.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.2.9.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.2.9.2.6.1. All data is formatted in accordance with the file specifications;

2.2.9.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.2.9.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.2.9.3. The Contractor shall meet the following data entry standards:

2.2.9.3.1. 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.

2.2.9.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.2.9.4.

2.2.9.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.2.9.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.2.9.4.1. The waiver length shall not exceed 180 days.

2.2.9.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.2.9.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.2.9.4.4. Failure of the Contractor to implement the plan may require:

2.2.9.4.4.1. Another plan; or

2.2.9.4.4.2. Other remedies, as specified by the Department.

2.2.10. Privacy Impact Assessment

2.2.10.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.2.10.1.1. How PII is gathered and stored;

2.2.10.1.2. Who will have access to PII;

2.2.10.1.3. How PII will be used in the system;

2.2.10.1.4. How individual consent will be achieved and revoked; and

2.2.10.1.5. Privacy practices.

2.2.10.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2.2.11. Staffing

2.2.11.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP and IHVP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

2.2.11.2. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.2.11.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

2.2.12. Reporting

2.2.12.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no

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later than five (5) business days after the conclusion of the month, specifying:

2.2.12.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.2.12.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

2.2.12.1.3. 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.

2.2.12.2. The Contractor shall notify the Department, in writing, each month of:

2.2.12.2.1. The names of individuals who exited the program, the reason, and the date of exit.

2.2.12.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified of their passing.

2.2.12.2.3. The date an individual signs a lease, including date of move-in.

2.2.12.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, rental amount changes.

2.2.12.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.2.12.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

2.2.12.3.1.1. Transportation.

2.2.12.3.1.2. Substance use disorder services.

2.2.12.3.1.3. Access to mental health services.

2.2.12.3.1.4. Access to medical healthcare.

2.2.12.3.1.5. Unit safety.

2.2.12.3.1.6. Permanent housing transition.

2.2.12.3.1.7. Financial hardship.

2.2.12.3.1.8. Barriers experienced by the Contractor.

2.2.12.3.2. Resolutions of barriers experienced by the individual and the Contractor.

2.2.12.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

2.2.12.4. 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.

2.2.12.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.2.13. Performance Measures

2.2.13.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

2.2.13.2. The performance measures will be designated to evaluate:

2.2.13.2.1. Percentage of individuals receiving housing services.

2.2.13.2.2. Percentage of individuals housed within 90 days of approval to receive services.

2.2.13.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer; including

2.2.13.2.3.1. Individuals who have experienced homelessness;

2.2.13.2.3.2. Individuals who were at risk of homelessness due to eviction;

2.2.13.2.3.3. Individuals who were incarcerated; and

2.2.13.2.3.4. Individuals who were admitted to NHH.

2.2.13.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

2.2.13.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

2.3. **Supported Housing 6-Bed Expansion (Passage House)**

2.3.1. The Contractor shall operate a housing program for adults with serious mental illness that includes:

2.3.1.1. Independent living units for a minimum of 6 individuals; and

2.3.1.2. Average lengths of stay anticipated to range from 6-24 months as clinically indicated.

2.3.2. The Contractor shall ensure the program is staffed by at least a 1.0 FTE program manager.

2.3.3. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

2.3.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

2.3.3.2. Individuals being discharged from NHH or Glencliff; and

2.3.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

2.3.4. The Contractor shall ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

2.3.5. The Contractor shall ensure discharge planning is based on the individual's ability to transition to a different level of housing. The Contractor shall ensure discharge planning includes, but is not limited to:

2.3.5.1. Assessment of the individual's ability to live independently.

2.3.5.2. Input of wants and needs from the client, and guardian if applicable.

2.3.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

2.3.6. The Contractor shall work with the Department to create and enforce programmatic policies and processes approved by the Department.

2.3.7. 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:

2.3.7.1. Total number of vacant and occupied beds during the reported period.

2.3.7.2. Total number of individuals referred, admitted and discharged, during the reporting period.

2.3.7.3. Length of stay upon discharge.

2.3.7.4. All referral source(s) and discharge locations.

2.3.7.5. Programmatic offerings.

New Hampshire Department of Health and Human Services

Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

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Date 5/26/2023

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.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

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New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Integrative Housing Voucher Program Direct	Supported Housing Bed Expansion Direct
1. Total Salary/Wages	$ 230,144	$ 55,144	$ 120,000	$ 55,000
2. Employee Benefits	$ 66,293	$ 16,543	$ 36,000	$ 13,750
3. Consultants	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ 5,808	$ -	$ -	$ 5,808
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -	$ -
IT	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ 5,100	$ 300	$ 600	$ 4,200
6. Travel	$ 19,500	$ 4,500	$ 9,000	$ 6,000
7. Occupancy	$ 1,400	$ 450	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone/Internet	$ 2,860	$ 960	$ 1,900	$ -
Postage	$ 720	$ 360	$ 360	$ -
Audit and Legal	$ 11,816	$ 450	$ 450	$ 10,916
Insurance	$ 1,800	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 2,320	$ 500	$ 500	$ 1,320
Utilities (electricity, heat, internet, phone, cat	$ 13,082	$ -	$ -	$ 13,082
9. Software	$ 18,617	$ 600	$ 600	$ 17,417
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,750	$ 750	$ 1,500	$ 1,500
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 1,500	$ 1,000	$ 500	$ -
Client Funds	$ 10,400	$ -	$ -	$ 10,400
Rental Vouchers	$ 49,104	$ -	$ -	$ 49,104
Staff Recruitment	$ 6,300	$ -	$ -	$ 6,300
Fit Up Costs	$ -	$ -	$ -	$ -
14. Admin/Indirect	$ 54,302	$ 10,015	$ 20,911	$ 23,376
TOTAL	**$ 506,816**	**$ 93,472**	**$ 195,171**	**$ 218,173**

Indirect As A Percent of Direct

DS
MMP
Contractor Initials

5/26/2023
Date

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New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Integrative Housing Voucher Program	Supported Housing Bed Expansion
	Direct	Direct	Direct	Direct
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2. Employee Benefits	$ 66,293	$ 16,543	$ 36,000	$ 13,750
3. Consultants	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ 5,808	$ -	$ -	$ 5,808
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -	$ -
IT	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ 5,100	$ 300	$ 600	$ 4,200
6. Travel	$ 19,500	$ 4,500	$ 9,000	$ 6,000
7. Occupancy	$ 1,400	$ 450	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone/Internet	$ 2,860	$ 960	$ 1,900	$ -
Postage	$ 720	$ 360	$ 360	$ -
Audit and Legal	$ 11,816	$ 450	$ 450	$ 10,916
Insurance	$ 1,800	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 2,320	$ 500	$ 500	$ 1,320
Utilities (electricity, heat, internet, phone, cab	$ 13,082	$ -	$ -	$ 13,082
9. Software	$ 18,617	$ 600	$ 600	$ 17,417
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,750	$ 750	$ 1,500	$ 1,500
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 1,500	$ 1,000	$ 500	$ -
Client Funds	$ 10,400	$ -	$ -	$ 10,400
Rental Vouchers	$ 49,104	$ -	$ -	$ 49,104
Staff Recruitment	$ 6,300	$ -	$ -	$ 6,300
Fit Up Costs	$ -	$ -	$ -	$ -
14. Admin/Indirect	$ 54,302	$ 10,015	$ 20,911	$ 23,376
TOTAL	**$ 506,816**	**$ 93,472**	**$ 195,171**	**$ 218,173**

Indirect As A Percent of Direct

DS
MMP
Contractor Initials

5/26/2023
Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64124**

Certificate Number: **0005773376**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Laura LeMien, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 26, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 26, 2023

Signature of Elected Officer
Name: Laura LeMien
Title: Board President, LRMHC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: sarah.cullen@crossagency.com
INSURED Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia NH 03246	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Ace American Insurance Company INSURER B: ACE Property & Casualty Ins Co INSURER C: New Hampshire Employers Ins Co — 13083 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2261600009 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601013	06/26/2022	06/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liab	$ 1,000,000 $ 250,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH08618574013	06/26/2022	06/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 1,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XOOG25516540013	06/26/2022	06/26/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2022A	06/26/2022	06/26/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			OGLG2551662A013	06/26/2022	06/26/2023	Per Incident Aggregate	$5,000,000 $7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BBH contract
McGrath Street
Bridge and Bridge Subsidy contracts

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Cullen

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Lakes Region
Mental Health Center

Mission Vision & Values

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.

(Revised & Approved by the Board of Directors, 9/15/15)

Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 9/15/15)

Our Values

RESPECT	We conduct our business and provide services with respect and professionalism.
ADVOCACY	We advocate for those we serve through enhanced collaborations, community relations and political action.
INTEGRITY	We work with integrity and transparency, setting a moral compass for the agency.
STEWARDSHIP	We are effective stewards of our resources for our clients and our agency's health.
EXCELLENCE	We are committed to excellence in all programming and services.

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The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2022

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The Lakes Region Mental Health Center, Inc.
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June 30, 2022

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

Opinion
We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Lakes Region Mental Health Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Lakes Region Mental Health Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues, and expenses on pages 13-16 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
September 20, 2022

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2022

ASSETS

CURRENT ASSETS	
Cash	$ 6,695,009
Investments	2,175,779
Restricted cash	490,000
Accounts receivable (net of $930,000 allowance)	822,811
Prepaid expenses and other current assets	140,495
TOTAL CURRENT ASSETS	10,324,094
PROPERTY AND EQUIPMENT - NET	6,210,633
TOTAL ASSETS	$ 16,534,727

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 80,222
Current portion long-term debt	142,251
Accrued payroll and related	1,094,918
Deferred income	306,819
Accrued vacation	464,747
Accrued expenses	509,083
TOTAL CURRENT LIABILITIES	2,598,040
LONG-TERM DEBT, less current portion	
Notes and bonds payable	4,425,918
Less: unamortized debt issuance costs	(80,667)
TOTAL LONG-TERM LIABILITIES	4,345,251
TOTAL LIABILITIES	6,943,291
NET ASSETS	
Net assets without donor restrictions	9,591,436
TOTAL LIABILITIES AND NET ASSETS	$ 16,534,727

See Notes to Financial Statements

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The Lakes Region Mental Health Center, Inc.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2022

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 199,680
State of New Hampshire - BBH	1,276,456
Other public support	511,833
Total Public Support	1,987,969
Revenues -	
Program service fees	14,079,196
Rental income	92,058
Other revenue	190,308
Total Revenues	14,361,562
TOTAL PUBLIC SUPPORT AND REVENUES	16,349,531
EXPENSES	
BBH funded program services -	
Children Services	3,293,781
Multi-service	6,625,594
ACT	938,951
Emergency Services	1,851,024
Housing Services	1,352,675
Other Mental Health	591,532
Non-Eligible	639,616
Non-BBH funded program services	448,477
TOTAL EXPENSES	15,741,650
INCREASE IN NET ASSETS FROM OPERATIONS	607,881
OTHER INCOME	
Gain on sale of fixed asset	234,186
Investment income (loss)	(172,668)
TOTAL OTHER INCOME	61,518
TOTAL INCREASE IN NET ASSETS	669,399
NET ASSETS, beginning	8,922,037
NET ASSETS, ending	$ 9,591,436

See Notes to Financial Statements.

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 669,399
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	447,854
Gain on sale of assets	(234,186)
Unrealized gain on investments	(385,867)
(Increase) decrease in:	
Accounts receivable	(379,389)
Prepaid expenses	(79,904)
Increase (decrease) in:	
Accounts payable & accrued liabilities	254,482
Deferred income	200,372
NET CASH PROVIDED BY OPERATING ACTIVITIES	492,761
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of assets	372,175
Purchases of property and equipment	(314,812)
Net investment activity	559,287
NET CASH PROVIDED BY INVESTING ACTIVITIES	616,650
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(135,916)
NET INCREASE IN CASH	973,495
CASH AT BEGINNING OF YEAR	6,211,514
CASH AT END OF YEAR	$ 7,185,009
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 148,583

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Income Taxes
Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue (continued)
The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2022 totaled $13,133,432, of which $12,953,918 was revenue from third-party payers and $179,514 was revenue from self-pay clients.

Third Party Contractual Arrangements
A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Basis for Presentation
The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August, 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Orgnizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was $930,000 and $1,071,000 for the years ended June 30, 2022 and 2021, respectively. Total patient accounts receivable increased to $1,382,449 as of June 30, 2022 from $1,130,488 at June 30, 2021. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable decreased to 67% from 95% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were $68,619 at June 30, 2022 and consisted of $25,478 for recruitment and $43,141 for agency advertising.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2022.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. For the year ended June 30, 2022, the Center has estimated that it missed all three MOE requirements with the MCO's and has estimated a total payback of $490,000 which is recorded as an accrued expense.

NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of $2,000 or more. Property and equipment, at cost, consists of the following:

Land	$ 247,500
Buildings and improvements	6,342,023
Computer equipment	1,577,033
Furniture, fixtures and equipment	694,124
Vehicles	165,442
Artwork	26,925
Construction in progress	118,591
	9,171,638
Accumulated depreciation	(2,961,005)
NET BOOK VALUE	$ 6,210,633

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	108,497
Receivable from insurance companies	465,944
Medicaid receivables	161,956
Medicare receivables	260,688
	997,085
Allowance for doubtful accounts	(930,000)
Total Receivable - Trade	67,085

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NOTE 4 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	24,973
HUD	17,645
BBH - Bureau of Behavioral Health	334,622
Concord Hospital	50,097
MCO Directed Payments	274,287
Other Grants and Contracts	54,102
Total Receivable - Other	755,726
TOTAL ACCOUNTS RECEIVABLE	$ 822,811

NOTE 5 LINE OF CREDIT

As of June 30, 2022, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank. At that date, $-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2023.

NOTE 6 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2022 for each of the next three years and in the aggregate are:

June 30,	Amount
2023	$ 57,441
2024	44,141
2025	22,070

Total rent expense for the year ended June 30, 2022, including rent expense for leases with a remaining term of one year or less was $58,737.

NOTE 7 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2022 the total contributions into the plan were $125,760. Total administrative fees paid into the plan for the year ended June 30, 2022 were $11,233.

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NOTE 8 LONG-TERM DEBT

As of June 30, 2022, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of $19,288 (principal and interest). Secured by building, due June, 2047.	$3,971,788
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $3,427 (principal and interest). Secured by building, due November, 2040.	512,900
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $993 (principal and interest). Secured by building due November, 2030.	83,481
	4,568,169
Less: Current Portion	(142,251)
Total long-term debt	4,425,918
Less: Unamortized debt issuance costs	(80,667)
Total Long-Term Debt net with Related Costs	$4,345,251

Expected maturities for the next five years and thereafter are as follows:

Year Ending June 30,	
2023	$ 142,251
2024	146,881
2025	151,803
2026	156,825
2027	162,021
Thereafter	3,808,388
	$ 4,568,169

The total amount of interest expense incurred during the year was $148,310, all of which was charged to expense for the year ended June 30, 2022.

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NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2022, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 565,687	$ 280,359	$ 846,046
Health	370,307	36,468	406,775
Large Growth	179,004	(11,504)	167,500
Mid-Cap Value	256,900	162,938	419,838
Short-Term Bond	282,898	52,722	335,620
	$ 1,654,796	$ 520,983	$ 2,175,779

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	$ 28,142
Realized Gains	185,057
Unrealized Loss	(385,867)
	$ (172,668)

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

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NOTE 11 FAIR VALUE MEASUREMENTS (continued)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2022, the bank balance of cash deposits totaled $7,205,745 of which $351,390 was insured by Federal Deposit Insurance, $4,568,169 was offset by debt, and the remaining $2,286,186 was uninsured at June 30, 2022.

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, 2022 is as follows:

Due from clients	11 %
Insurance companies	47
Medicaid	16
Medicare	26
	100 %

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NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2022 for general expenditures:

Cash	$ 6,695,009
Investments	2,175,779
Accounts receivable	822,811
	$ 9,693,599

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

NOTE 14 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 20, 2022 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2022, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 170,393	$ 524,500	$ (344,986)	$ (241,410)	$ 108,497
BLUE CROSS / BLUE SHIELD	63,370	849,007	(507,500)	(273,291)	131,586
MEDICAID	431,673	23,421,647	(11,928,411)	(11,762,953)	161,956
MEDICARE	203,912	1,388,378	(823,789)	(565,041)	260,688
OTHER INSURANCE	261,140	1,234,027	(679,441)	(424,140)	334,358
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(1,071,000)	-	-	-	(930,000)
TOTAL	$ 59,488	$ 27,417,559	$ (14,284,127)	$ (13,266,835)	$ 67,085

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2022	$ 104,061	$ 1,276,456	$ (1,045,895)	$ 334,622

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/15/21	$ 15,756
07/23/21	7,848
08/30/21	26,623
09/08/21	17,121
09/14/21	25,282
09/15/21	7,837
10/05/21	20,685
10/06/21	40,630
10/13/21	21,058
10/26/21	97,649
10/27/21	47,979
11/04/21	18,022
11/22/21	7,706
12/01/21	29,511
12/07/21	10,271
12/29/21	39,294
01/06/22	79,647
01/14/22	1,151
01/31/22	168,628
02/24/22	7,706
03/03/22	57,806
03/14/22	34,448
03/25/22	100,807
04/04/22	18,029
04/18/22	15,695
04/22/22	18,022
05/10/22	5,076
05/11/22	2,972
05/19/22	76,774
06/07/22	18,014
06/09/22	7,848
	$ 1,045,895

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Apts. S.L. Summer	Apts. S.L. McGrath	Independent Housing	Other Mental Health	Non Eligible	Non BBH Funded Programs
Program Service Fees:													
Net Client Fee	$ 179,514	$ -	$ 179,514	$ 78,373	$ 39,632	$ (7,582)	$ 50,623	$ -	$ 5,868	$ -	$ 5,737	$ 6,865	$ -
Blue Cross/Blue Shield	341,507	-	341,507	136,054	147,275	5,495	37,092	-	-	-	8,083	7,508	-
Medicaid	11,493,236	-	11,493,236	3,035,564	7,119,410	688,109	340,656	80,952	94,185	-	125,425	8,935	-
Medicare	564,589	-	564,589	-	463,205	58,990	16,669	-	90	-	24,288	1,347	-
Other Insurance	554,586	-	554,586	111,770	286,198	23,676	91,440	-	-	-	30,546	10,956	-
Program Sales:													
Service	945,764	5,619	940,145	137,161	172,679	-	176,151	-	-	-	3,300	-	450,854
Public Support - Other:													
Local/County Government	140,813	-	140,813	-	-	-	117,720	-	-	-	-	23,093	-
Donations/Contributions	146,349	106,349	40,000	-	-	-	-	-	40,000	-	-	-	-
Other Public Support	224,671	14,796	209,875	85,817	62,135	11,554	23,349	4,104	7,352	10,165	4,622	777	-
Federal Funding:													
HUD Grant	148,465	-	148,465	-	-	-	-	41,979	106,486	-	-	-	-
Other Federal Grants	51,215	-	51,215	-	-	-	51,215	-	-	-	-	-	-
Rental Income	92,058	11,996	80,062	-	-	-	-	44,199	35,863	-	-	-	-
BBH & DS:													
Community Mental Health	1,276,456	32,121	1,244,335	5,258	5,389	237,500	760,249	-	-	216,237	19,702	-	-
Interest Income	769	769	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	189,539	184,978	4,561	31	4,418	-	-	-	92	-	20	-	-
	16,349,531	356,628	15,992,903	3,590,028	8,300,341	1,017,742	1,665,164	171,234	289,934	226,402	221,723	59,481	450,854
Administration	-	(356,628)	356,628	80,055	185,090	22,695	37,132	3,818	6,465	5,049	4,944	1,326	10,054
TOTAL PUBLIC SUPPORT AND REVENUES	$ 16,349,531	$ -	$ 16,349,531	$ 3,670,083	$ 8,485,431	$ 1,040,437	$ 1,702,296	$ 175,052	$ 296,399	231,451	226,667	$ 60,807	460,908

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Apts. S.L. Summer	Apts. S.L. McGrath	Independent Housing	Other Mental Health	Non-Eligible	Non BBH Funded Programs
Personnel Costs:													
Salary and wages	$ 10,355,589	$ 1,029,929	$ 9,325,660	$ 1,904,842	$ 3,984,828	542,836	$ 1,136,487	$ 233,961	$ 256,713	$ 162,585	$ 361,366	$ 377,134	$ 365,108
Employee benefits	2,114,310	146,823	1,967,487	381,686	820,438	136,112	281,069	49,426	48,763	42,656	83,995	107,508	15,834
Payroll Taxes	700,076	81,876	618,200	132,617	276,647	36,577	88,804	13,335	12,413	9,867	26,346	27,116	14,678
Substitute Staff	59,352	-	59,352	-	59,352	-	-	-	-	-	-	-	-
PROFESSIONAL FEES AND CONSULTANTS:													
Accounting/audit fees	59,921	59,921	-	-	-	-	-	-	-	-	-	-	-
Legal fees	21,971	21,971	-	-	-	-	-	-	-	-	-	-	-
Other professional fees	463,365	77,971	385,394	58,373	93,565	21,236	35,557	70,782	79,365	5,051	10,574	8,919	1,972
Staff Devel. & Training:													
Journals & publications	3,337	181	3,156	538	1,500	230	277	40	60	40	83	63	325
In-Service training	30,736	5,545	25,191	5,454	10,761	2,039	3,415	541	785	488	976	732	-
Conferences & conventions	64,022	3,503	60,519	24,143	24,440	2,120	2,858	330	673	395	5,022	538	-
Other staff development	22,239	1,684	20,555	5,889	9,086	342	517	74	111	2,274	150	1,224	888
Occupancy costs:													
Rent	18,231	4,208	14,023	2,214	4,429	738	2,214	1,624	1,624	295	295	590	-
Mortgage (Interest)	148,311	36,342	111,969	47,379	54,869	4,846	-	-	-	-	2,438	2,437	-
Heating Costs	27,269	3,135	24,134	4,171	4,885	448	401	6,660	6,684	53	290	344	-
Other Utilities	64,560	10,607	53,953	14,841	16,247	1,406	-	9,491	10,310	-	829	829	-
Maintenance & repairs	237,162	47,994	189,168	57,140	65,573	6,821	6,316	17,176	25,371	235	2,918	7,618	-
Taxes	1,967	1,579	388	166	188	22	-	-	-	-	6	6	-
Consumable Supplies:													
Office	27,949	7,360	20,589	5,931	8,218	1,145	2,329	165	559	361	515	1,346	-
Building/household	23,658	1,954	21,704	4,845	7,515	1,559	2,556	419	3,117	364	749	580	-
Medical	6,412	24	6,388	728	5,516	32	56	8	12	8	16	12	-
Other	49,855	9,802	40,053	9,080	12,611	1,943	5,963	2,058	4,474	700	1,003	2,221	-
Depreciation-Equipment	230,200	13,575	216,625	45,625	95,503	16,116	28,674	5,214	7,130	4,078	7,964	6,321	-
Depreciation-Building	217,654	47,491	170,163	60,117	66,449	6,332	-	6,139	25,154	-	2,986	2,986	-
Equipment rental	40,506	3,942	36,564	10,314	14,763	2,665	4,160	594	891	594	1,440	1,143	-
Equipment maintenance	(2,822)	(175)	(2,647)	(599)	(1,007)	(234)	(409)	(58)	(88)	(58)	(112)	(82)	-
Advertising	68,619	5,647	62,972	14,065	24,039	5,301	9,096	1,156	1,679	1,268	3,163	2,685	520
Printing	140	8	132	31	50	11	20	3	4	3	6	4	-
Telephone/communications	261,419	19,221	242,198	61,143	78,576	15,374	42,410	10,582	10,957	2,964	7,249	12,601	342
Postage/shipping	9,851	617	9,234	2,369	3,616	701	1,225	175	263	175	399	311	-
Transportation:													
Staff	135,381	2,391	132,990	27,192	64,659	19,862	1,852	1,259	1,729	15,041	1,134	234	28
Clients	13,371	416	12,955	-	12,955	-	-	-	-	-	-	-	-
Assist to Individuals:													
Client services	26,407	-	26,407	8,194	15,699	-	-	544	1,970	-	-	-	-
Insurance:													
Malpractice/bonding	17,574	1,059	16,515	3,849	6,339	1,400	2,457	353	525	352	702	535	3
Vehicles	7,612	109	7,503	327	6,084	109	327	240	240	44	44	88	-
Comp. Property/liability	110,132	19,127	91,005	29,658	34,767	3,939	2,799	7,466	7,697	387	2,197	2,095	-
Membership Dues	54,138	3,674	50,464	11,694	19,135	4,252	7,441	1,313	1,845	1,063	2,126	1,595	-
Other Expenditures	51,173	42,626	8,547	1,717	2,666	548	1,026	834	927	189	325	315	-
	15,741,650	1,712,140	14,029,510	2,935,533	5,904,961	636,626	1,649,697	441,904	512,157	251,492	527,194	570,048	399,698
Admin. Allocation	-	(1,712,140)	1,712,140	358,248	720,633	102,125	201,327	53,929	62,501	30,692	64,338	69,568	48,779
TOTAL PROGRAM EXPENSES	$ 15,741,650	$ -	$ 15,741,650	$ 3,293,781	$ 6,625,594	938,951	$ 1,851,024	$ 495,833	$ 574,658	$ 282,184	$ 591,532	$ 639,616	$ 448,477

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Lakes Region Mental Health Center

The Lakes Region Mental Health Center, Inc.
Board of Directors
May, 2023

POSITON	NAME
President	Laura LeMein
Vice President	Peter J. Minkow
Treasurer	Kyril Mitchell
Secretary	Rev. Judith Wright
Member-At-Large	Patricia Bailey
Member-At-Large	Marsha Bourdon
Member-At-Large	Erin Crangle
Member-At-Large	Kim DiSalvo
Member-At-Large	Samantha Kokua
Member-At-Large	Ann Nichols
Member-At-Large	Steve Orton
Member-At-Large	Deborah Pendergast
Member-At-Large	Matt Soza
Member-At-Large	Jannine Sutcliffe
Member-At-Large	Gloria Thorington

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Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH **2007-Present**
Chief Executive Officer
LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a $13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- Responsible for all contract development and negotiations
- Ensures a successful, client-oriented community mental health organization
- Has oversight responsbility for the financial viability and legal obligations of LRMHC
- Organizational strategy and planning with senior leadership and board of directors
- Lead advocate for federal and state legislation, company spokesperson
- SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- Oversaw $5.1 million dollar purchase and renovation of facility

Community Partners, Dover **2001-2007**
Chief Operating Officer
Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating $7 million dollar CMHC operations into an existing developmental services agency
- Establish and monitor revenue projects for all mental health services
- Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC – see above) **2000-2001**
Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- Established revenue projections for $5 million dollar operation
- Supervised all clinical directors and program development
- Served on community boards and committees
- Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH **1994-2000**
Director, Community Support Program
Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- Established and ensured full range of services for adults with psychiatric disabilities
- Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately $4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

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Greater Manchester Mental Health Center, Manchester, NH **1992-1994**
Director, Emergency Services
Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- Managed the 24-hour emergency care and psychiatric assessments
- Provided crisis intervention and emergency care to people in acute distress
- Recruited, trained and supervised department personnel
- Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program **1982-1985**

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement
- Liaison with local housing authority and police
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH **1989-1992**
Director, Community Education (Known now as The Greater Nashua MHC & Community Council)
Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- Developed and implemented agency-wide staff development plan
- Authored grants and responded to RFP's for special projects promoting education and prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH **1986-1989**
Social Worker
The agency mission was to develop and expand low income housing options in the greater Manchester area.

- Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for $2.5 million dollar HUD grant for "Women in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord **1986**
Case Manager
Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- Developed and monitored treatment plans for 25 developmentally disabled adults

Education:

1998-2000	New England College	Henniker, NH
	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
BS Social Work		

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

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Celyne M. Godbout

SUMMARY

Creative, motivated, organized and innovative, advanced degree graduate, with leadership skills, training experience and 5 years of clinical experience, seeking a role as a leader in the field of Human Services.

EDUCATION

Walden University
Ph.D. Human Services – Present Candidate

Walden University
M.S. Psychology - April 2021
GPA - 4.0

Southern NH University
Bachelors of Psychology - July 2017
GPA - 3.8

EXPERIENCE

Lakes Region Community College, Laconia NH **2022- Present**

Adjunct Professor - Psychology Department, January 2022- Present

Work with students in higher education to impart knowledge and training as well as offer encouragement toward academic achievement.

- Develop and manage class syllabus that meets college and department standards
- Plan lectures, in-class discussions and assignments
- Deliver effective instruction, meeting the needs of students
- Deliver psychology instruction at entry level

Lakes Region Mental Health, Laconia NH **2016 - Present**

Director of Residential Services
Oversee multiple housing programs owned and managed by LRMHC. Supervise permanent supportive housing programs and transition current programming to programming that meets the needs of the community. Maintain program integrity of Bridge & Integrative housing programs and supervise team of housing specialists.

- Manage HUD contract renewal for permanent supportive housing program
- Develop budgets for staffing and program funding
- Clinical coordination of programming
- Supervise fiscal year budget and monitor monthly schedules
- Review, modify, and implement Housing Program policies and procedures
- Crisis response support for housing programs

Coordinator of Long Term Supports & Services, April 2021- Present

Support Long Term Supports and services program. Supervise permanent supportive housing program, Housing Manager and therapeutic support staff. Maintain program integrity of Bridge & Integrative housing programs and supervise housing specialists.

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- Manage HUD contract renewal for permanent supportive housing program
- Develop budgets for staffing and program funding support
- Clinical coordination and conflict resolution training for staff
- Supervise fiscal year budget and monitor monthly schedules
- Review, modify, and implement Housing Program policies and procedures
- Crisis response support for housing programs

Program Manager Integrative & Bridge, Oct 2019 – May 2021
Supervise team of 2 housing specialists. Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Schedule and conduct training for CM101, and introductory Case Management training for new hires to cover Ethics, Billing Codes, Boundaries and HIPPA Regulations.
- New Employee Training – Bridge Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria
- Review, modify, and implement Housing Bridge Program policies and procedures
- Monitor and evaluate program quality on behalf of LRMHC
- Prepare presentations and provide technical assistance on program to all LRMHC staff
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained
-

Case Management Program and Representative Payee Program Facilitator, June 2018 - Oct 2019
Supervised community case managers in their clinical roles. Supervised Peer Support Staff in their roles within the clinical teams. Evaluated and monitored caseloads, and assigned cases as needed.

- Reviewed and evaluated the staff paperwork and deadlines
- Managed scheduling, coverage and crisis intervention for teams
- Coordinated and developed effective case planning for clients and families, ensuring quality standards were met
- Involved in the hiring and onboarding of new staff
- Researched appropriate program resources to ensure client needs were met
- Managed Representative Payee Program accounts for clients, ensuring appropriate budgeting and benefits were maintained

Community Support Program Case Manager, June 2016 - June 2018
Supported and monitored adults with mental illness in the community and in their homes

- Researched individualized resources and programs for clients based on assessed need
- Monitored medication, prescriber/nursing services and provided resources
- Researched and evaluated benefit program eligibility based on client's needs
- Assessed and enacted safety planning and community- based crisis intervention

Elliot Hospital **Jan 2014 - Jan 2015**
Licensed Nursing Assistant
Assisted patients with ADL's. Supported a relaxing environment for patient and family members

- Assisted Nurses with care of patients.
- Monitored vital signs
- 1:1 experience working with individuals experiencing psychiatric emergencies
- Float staff, experience working on specialized units such as Intensive Care, Maternity, and the Emergency Department.

VOLUNTEER WORK

Member – NH Disaster Behavioral Health Response Team – Central NH Region, March 2021 – Present
CASA Advocate- Central NH, March 2021- Present

REFERENCES

Furnished Upon Request

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Contractor Name: The Lakes Region Mental Health Center
SS-2020-DBH-01-HOUSE-03-A04
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Margaret M. Pritchard	Chief Executive Officer	$0 (Indirect)
Celyne Godbout	Director, Residential Services	$23,550

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$840,037	Total shared Price Limitation $ 4,488,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,609,155	$11,775,275	$16,284,430	$4,3 49,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
			Sub-total	$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

Total Family Support Services	***$4,509,155***	***$4,349,228***	***$8,858,383***

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575

Grand Total	***$16,284,430***	***$8,835,528***	***$25,119,958***

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 Lakes Region 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:

   $18,304,651

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. 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. Modify Exhibit B-4, Amendment #2, Budget, by replacing in its entirety with 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

12/22/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

12/21/2021
Date

DocuSigned by:
Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/22/2021
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

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.

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.

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.

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.

Exhibit A

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.

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.

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.

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.

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. Integrative Housing Voucher Program (IHVP)

2.1.29.1. The Contractor shall accept applications from individuals in need of Integrative Housing Voucher Program (IVHP) services. The Contractor shall:

2.1.29.1.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IVHP applications;

2.1.29.1.2. Review all IHVP applications for completeness and to ensure application requirements have been met;

2.1.29.1.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IHVP; and

2.1.29.1.4. Send completed applications to the Department for approval.

2.1.29.2. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial approval for services.

2.1.29.3. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Subsection 2.1.9. and Subsection 2.1.10.

2.1.29.4. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.1.10.

2.1.29.5. The Contractor shall provide a reasonable amount of housing unit leads for each individual enrolled in the IHVP, as agreed upon by the Department.

2.1.29.6. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.1.12. through Section 2.1.19.

2.1.30. Phoenix System

2.1.30.1. 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:

2.1.30.1.1. 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.

2.1.30.1.2. 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.

2.1.30.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

2.1.30.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

2.1.30.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

2.1.30.2.3. 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.

2.1.30.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

2.1.30.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

2.1.30.3.1. All data is formatted in accordance with the file specifications;

2.1.30.3.2. No records will reject due to illegal characters or invalid formatting; and

2.1.30.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.30.4. The Contractor shall meet the following data entry standards:

2.1.30.4.1. 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.

2.1.30.4.2. 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.

2.1.30.4.3. 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.

2.1.30.5. 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.

2.1.31. Staffing

2.1.31.1. 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.

2.1.31.2. 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.

2.1.31.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

2.1.32. Reporting

2.1.32.1. 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:

2.1.32.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.1.32.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

2.1.32.1.3. 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.

2.1.32.2. The Contractor shall notify the Department, in writing, each month of:

2.1.32.2.1. The names of individuals who exited the program, the reason, and the date of exit.

2.1.32.2.2. The names of individuals who have passed away, and the date of their passing.

2.1.32.2.3. The date an individual signs a lease, including date of move-in.

2.1.32.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

2.1.32.3. 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:

2.1.32.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

2.1.32.3.1.1. Transportation.

2.1.32.3.1.2. Substance use disorder services.

2.1.32.3.1.3. Access to mental health services;

2.1.32.3.1.4. Access to medical healthcare.

2.1.32.3.1.5. Unit safety.

2.1.32.3.1.6. Permanent housing transition;

2.1.32.3.1.7. Financial hardship.

2.1.32.3.1.8. Barriers experienced by the Contractor.

2.1.32.3.2. Resolutions of barriers experienced by the individual and the Contractor.

2.1.32.3.3. Number of individuals who received an eviction notice due to their behaviors.

2.1.32.4. 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.

2.1.33. Performance Measures

2.1.33.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

2.1.33.2. The performance measures will be designated to evaluate:

2.1.33.2.1. Percentage of individuals receiving housing services.

2.1.33.2.2. Percentage of individuals housed within 90 days of approval to receive services.

2.1.33.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

2.1.33.2.3.1. Individuals who have experienced homelessness;

2.1.33.2.3.2. Individuals who were at risk of homelessness due to eviction;

2.1.33.2.3.3. Individuals who were incarcerated; and

2.1.33.2.3.4. Individuals who were admitted to NHH.

2.1.33.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

2.1.33.2.5. 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 contract effective date.

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.

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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 Lakes Region Mental Health Center, Inc.

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	Integrative Housing Voucher Program	Supported Housing Bed Expansion
	Direct	Direct	Direct	Direct
1. Total Salary/Wages	$ 137,977	$ 55,144	$ 60,000	$ 22,833
2. Employee Benefits	$ 34,543	$ 18,543	$ 18,000	$ -
3. Consultants	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ 2,100	$ -	$ -	$ 2,100
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -	$ -
IT	$ 400	$ -	$ -	$ 400
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ 1,085	$ 300	$ 300	$ 485
6. Travel	$ 11,500	$ 4,500	$ 2,500	$ 4,500
7. Occupancy	$ 97,694	$ 450	$ 450	$ 96,794
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone/Internet	$ 4,365	$ 900	$ 900	$ 2,465
Postage	$ 774	$ 360	$ 360	$ 54
Subscriptions	$ -	$ -	$ -	$ -
Audit and Legal	$ 2,850	$ 450	$ 450	$ 1,950
Insurance	$ 2,800	$ 900	$ 900	$ 1,000
Board Expenses	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 2,500	$ 500	$ 500	$ 1,500
9. Software	$ 4,300	$ 600	$ 600	$ 3,100
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,500	$ 750	$ 750	$ 1,000
12. Subcontracts/Agreements	$ 36,500	$ -	$ -	$ 33,500
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 1,825	$ 1,000	$ 825	$ -
Client Funds	$ 8,500	$ -	$ 6,250	$ 2,250
Rental Vouchers	$ 214,500	$ -	$ 214,500	$ -
Staff Recruitment	$ 750	$ -	$ -	$ 750
Fit Up Costs	$ 129,190	$ -	$ -	$ 129,190
14. Admin/Indirect	$ 46,992	$ 10,015	$ 36,977	$ -
TOTAL	$ 744,465	$ 93,472	$ 345,122	$ 305,871

Indirect As A Percent of Direct .

Contractor Initials NMP
Date 12/21/2021

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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 Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Integrative Housing Voucher Program	Supported Housing 6-Bed Expansion
	Direct	Direct	Direct	Direct
1. Total Salary/Wages	$ 160,810	$ 55,144	$ 60,000	$ 45,666
2. Employee Benefits	$ 34,543	$ 19,543	$ 15,000	$ -
3. Consultants	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -
Rental	$ 4,200	$ -	$ -	$ 4,200
Repair and Maintenance	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -	$ -
IT	$ 800	$ -	$ -	$ 800
Lab	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -
Office	$ 1,570	$ 300	$ 300	$ 970
6. Travel	$ 18,000	$ 4,500	$ 2,500	$ 9,000
7. Occupancy	$ 194,466	$ 450	$ 450	$ 193,566
8. Current Expenses	$ -	$ -	$ -	$ -
Telephone/Internet	$ 6,850	$ 900	$ 900	$ 4,930
Postage	$ 828	$ 300	$ 300	$ 108
Subscriptions	$ -	$ -	$ -	$ -
Audit and Legal	$ 4,800	$ 450	$ 450	$ 3,900
Insurance	$ 3,800	$ 900	$ 900	$ 2,000
Board Expenses	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 4,000	$ 500	$ 500	$ 3,000
9. Software	$ 7,400	$ 600	$ 600	$ 6,200
10. Marketing/Communications	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,500	$ 750	$ 750	$ 2,000
12. Subcontracts/Agreements	$ 71,000	$ -	$ -	$ 71,000
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 1,875	$ 1,000	$ 875	$ -
Client Funds	$ 10,750	$ -	$ 6,250	$ 4,500
Rental Vouchers	$ 214,500	$ -	$ 214,500	$ -
Staff Recruitment	$ 1,500			$ 1,500
14. Admin/Indirect	$ 48,992	$ 10,015	$ 38,977	$ -
TOTAL	$ 791,856	$ 93,472	$ 345,122	$ 353,362

Indirect As A Percent of Direct

Contractor Initials MMP
Date 12/30/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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

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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
TOTALS	$2,709,675	$7,288,975	$9,998,650	$1,799,480	$4,486,300	$16,284,430

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275

Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc., d/b/a Genesis, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,720,524

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021, and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-4, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

9. Add Exhibit B-4, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/16/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

The Lakes Region Mental Health Center, Inc.,
d/b/a Genesis Behavioral Health

6/15/2021
Date

DocuSigned by:
Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/16/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

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MMP

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

DS MMP

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans; towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Integrative Housing Voucher Program (IHVP)

3.1. The Contractor shall accept applications from individuals in need of Integrative Housing Voucher Program (IVHP) services. The Contractor shall:

3.1.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IVHP applications;

3.1.2. Review all IVHP applications for completeness and to ensure application requirements have been met;

3.1.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IVHP; and

3.1.4. Send completed applications to the Department for approval.

3.2. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services in addition to finalizing individualized housing plans within 30 days from the receipt of the initial referral for services.

3.3. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Section 2.5 and Section 2.6.

3.4. The Contractor shall initiate IHVP individual housing services within 15 days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.6.

3.5. The Contractor shall provide a reasonable amount of housing unit leads for individuals enrolled in the IVHP, as agreed upon by the Department.

3.6. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.8 through Section 2.15.

4. Phoenix System

4.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

4.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

4.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

4.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

4.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

4.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

4.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

4.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

4.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

4.3.1. All data is formatted in accordance with the file specifications;

4.3.2. No records will reject due to illegal characters or invalid formatting; and

4.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

4.4. The Contractor shall meet the following data entry standards:

4.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

4.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

4.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

4.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

5. Staffing

5.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

5.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

5.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

6. Reporting

6.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

6.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

6.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

6.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

6.2. The Contractor shall notify the Department, in writing, each month of:

6.2.1. The names of individuals who exited the program, the reason, and the date of exit.

6.2.2. The names of individuals who have passed away, and the date of their passing.

6.2.3. The date an individual signs a lease, including date of move-in.

6.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

6.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

6.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

6.3.1.1. Transportation.

6.3.1.2. Substance use disorder services.

6.3.1.3. Access to mental health services;

6.3.1.4. Access to medical healthcare.

6.3.1.5. Unit safety.

6.3.1.6. Permanent housing transition;

6.3.1.7. Financial hardship.

6.3.2. Barriers experienced by the Contractor.

6.3.3. Resolutions of barriers experienced by the individual and the Contractor.

6.3.4. Number of individuals who received an eviction notice due to their behaviors.

6.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the

Department, in the format; content, completeness, frequency, method and timeliness as specified by the Department.

7. Performance Measures

7.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

7.2. The performance measures will be designated to evaluate:

7.2.1. Percentage of individuals receiving housing services.

7.2.2. Percentage of individuals housed within 90 days of approval to receive services.

7.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

7.2.3.1. Individuals who have experienced homelessness;

7.2.3.2. Individuals who were at risk of homelessness due to eviction;

7.2.3.3. Individuals who were incarcerated; and

7.2.3.4. Individuals who were admitted to NHH.

7.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

7.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
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 details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472

Indirect As A Percent of Direct 0.0%

Contractor Initials RMP
Date 6/15/2021

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Exhibit B-4 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Integrative Housing Voucher Program

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 80,000	$ -	$ 80,000	$ -	$ -	$ -	$ 80,000	$ -	$ 80,000
2. Employee Benefits	$ 18,000	$ -	$ 18,000	$ -	$ -	$ -	$ 18,000	$ -	$ 18,000
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ 2,500	$ -	$ 2,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
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	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 825	$ -	$ 825	$ -	$ -	$ -	$ 825	$ -	$ 825
Client Funds	$ 8,250	$ -	$ 8,250	$ -	$ -	$ -	$ 8,250	$ -	$ 8,250
Rental Vouchers	$ 214,500	$ -	$ 214,500	$ -	$ -	$ -	$ 214,500		$ 214,500
14. Admin	$ 36,977	$ -	$ 36,977	$ -	$ -	$ -	$ 36,977	$ -	$ 36,977
TOTAL	$ 345,122	$ -	$ 345,122	$ -	$ -	$ -	$ 345,122	$ -	$ 345,122

Indirect As A Percent of Direct 0.0%

Contractor Initials NMP
Date 6/15/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$87,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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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 177182-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 40 Beacon St. East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,795,630.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.5. to read:

   1.5. The Contractor shall provide Housing Bridge Subsidy Program (HBSP) services in accordance with NH Administrative Rule He M 406.

3. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors for individuals approved into the HBSP program by the Department.

4. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, by adding Subsection 1.7. to read:

   1.7. The Contractor shall provide a maximum of twenty five (25) housing vouchers for individuals approved into the Integrative Housing Voucher Program (IHVP) who may be transferring from a local prison system or transitional housing services program.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

6. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

2.2.1. Obtaining the individual's housing history.

2.2.2. Assessing individual housing preferences.

2.2.3. Assisting the individual with identifying available housing units within the amount as listed within the Payment Standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.3. to read:

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Providing housing case management services for any individual who does not

Contractor Initials MP
Date 10/13/2020

otherwise have a case manager.

2.3.2. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.3. Assistance with identifying and securing resources within the community, which may include, but is not limited to:

2.3.3.1. Peer support agencies.

2.3.3.2. Faith-based groups.

2.3.3.3. Transportation services.

2.3.3.4. Primary care services.

2.3.3.5. Homemaker/personal care services.

2.3.3.6. Legal aid.

8. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6. to read:

2.6. The Contractor shall continue to administer services for all individuals currently residing in voucher-supported program housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income limits as documented by HUD.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document initial and annual inspections of each individual's rental unit, utilizing the inspection form provided by the Department.

2.6.5. Be the point of contact for landlords, and document interventions provided as a result of being the point of contact.

2.6.6. Ensure timely voucher payments to landlords.

9. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.9. to read:

2.9. The Contractor shall provide other housing programs, services or assistance for which individuals who are waiting for supported housing may be eligible, unless written approval to not provide services is granted by the Department.

10. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.10. to read:

2.10. The Contractor shall ensure all complaints regarding program services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of

findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

11. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding the following after subsection 2.11:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

2.14. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services described in 2.1.1 through 2.1.3, in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial referral for services.

2.15. The Contractor shall develop IHVP individualized housing plans which include but are not limited to services described in Subparagraphs 2.1.3.1 and 2.1.3.2.

2.16. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The services shall include, but are not limited to services described in Subsections 2.2.1 through 2.2.11.

12. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.1. to read:

3.1. The Contractor shall ensure sufficient staffing is available to provide voucher program housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

13. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.2, Paragraph 3.2.3. to read:

3.2.3. All staffing and volunteers participate in any and all trainings conducted by either NHHFA or the Department.

14. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1. to read:

4.1 The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy voucher supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

15. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2. to read:

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for program

specific services.

4.2.2. The last name, address, total rent, and program voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

16. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.4. to read:

4.4. The Contractor shall provide individual specific program data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services the program participants received from the Contractor.

17. Modify Exhibit A, Scope of Services, Section 5, Reporting, Subsection 5.2. to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

5.2.4. Percent of complaints regarding program services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in the program.

18. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7. to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

19. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1. to

read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

20. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

21. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10/16/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

10/13/2020
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.
DBA Genesis Behavioral Health
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 16,543.00	$ -	$ 16,543.00	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 83,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

DS
MP
Contractor Initials
Date 10/13/2020

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Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc.
DBA Genesis Behavioral Health
Budget Request for: Integrative Housing Voucher Program
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 60,000.00	$ -	$ 60,000.00	$ -	$ -	$ -	$ 60,000.00	$ -	$ 60,000.00
2. Employee Benefits	$ 18,000.00	$ -	$ 18,000.00	$ -	$ -	$ -	$ 18,000.00	$ -	$ 18,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960.00	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360.00	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900.00	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 825.00	$ -	$ 825.00	$ -	$ -	$ -	$ 825.00	$ -	$ 825.00
Client Funds	$ 6,250.00						$ 6,250.00		$ 6,250.00
Rental Vouchers	$ 214,500.00						$ 214,500.00		$ 214,500.00
14. Admin		$ 36,977	$ 36,977	$ -	$ -	$ -		$ 36,977	$ 36,977.00
TOTAL	$ 308,145	$ 36,977	$ 345,122	$ -	$ -	$ -	$ 308,145	$ 36,977	$ 345,122

Indirect As A Percent of Direct: 12.0%

DS
MP
Contractor Initials

10/13/2020
Date

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			$2,123,704	$6,519,975	$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177854-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
Margaret H Pritchard		1.12 Name and Title of Contractor Signatory Margaret H. Pritchard - Chief Executive Officer	

1.13 Acknowledgement: State of New Hampshire County of Belknap

On July 31, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Dawn H LaCroix

DAWN H. LACROIX
Notary Public - New Hampshire
My Commission Expires March 22, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Dawn H. LaCroix, Notary

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MP
Date 7/31/19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MF
Date 7/31/19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MP
Date 7/31/19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

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2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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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.

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4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

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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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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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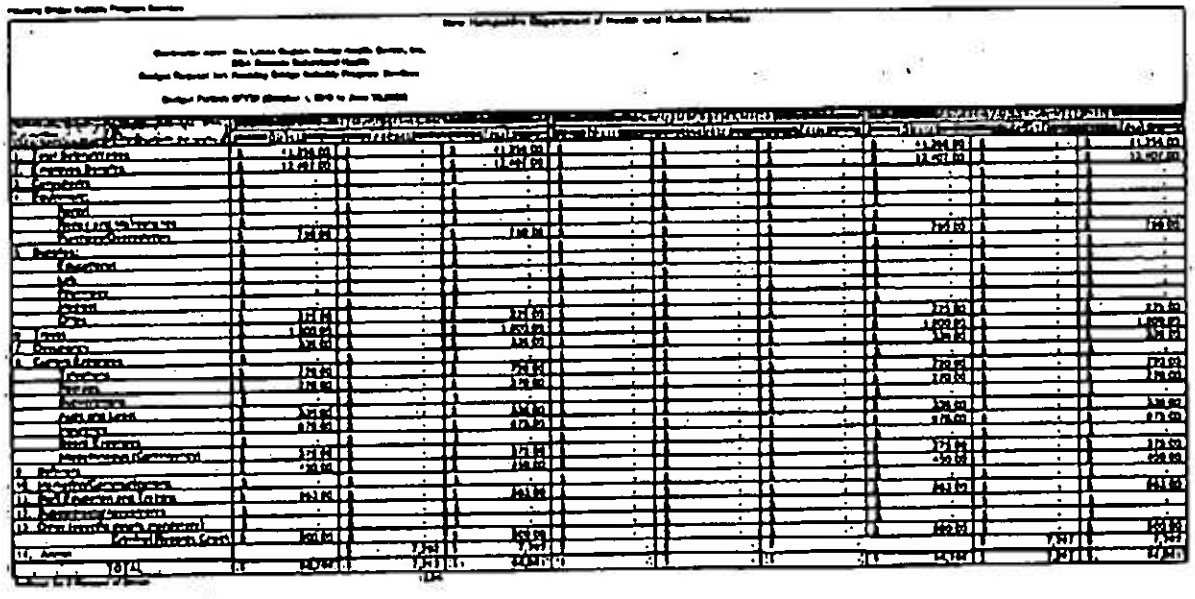

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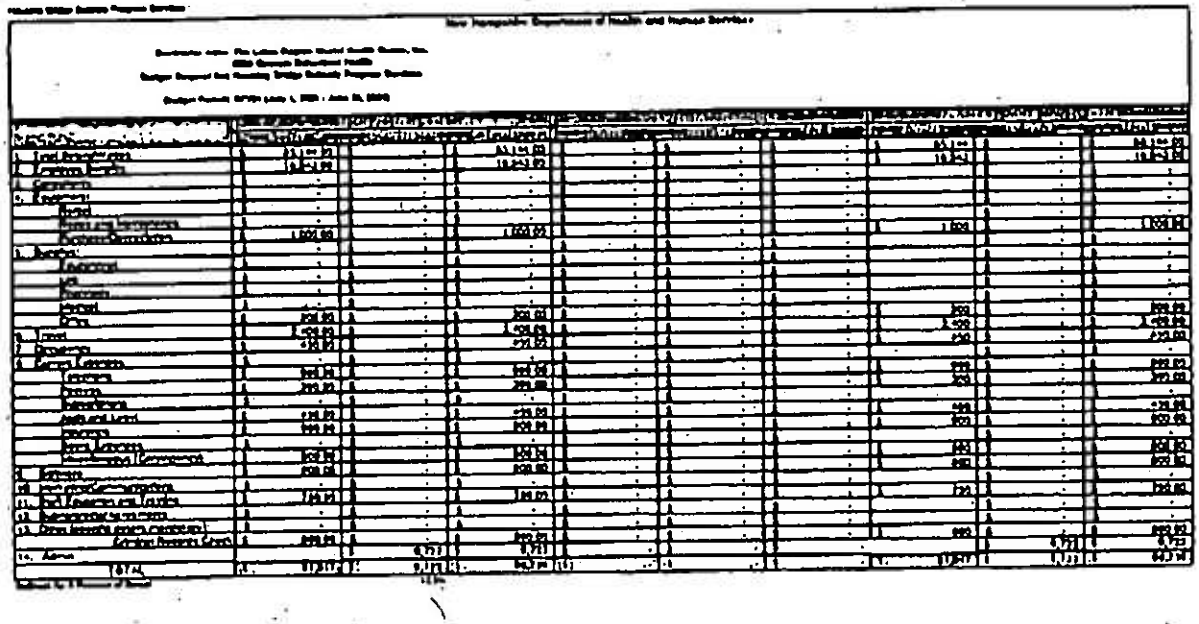
Exhibit B-2 Budget



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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Lakes Region Mental Health Center, Inc.

7/31/19
Date

Margaret M. Ritchard
Name: Margaret M. Ritchard
Title: Chief Executive Officer

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

Vendor Initials MP
Date 7/31/19

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Lakes Region Mental Health Center, Inc

1/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

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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: The Lakes Region Mental Health Center, Inc

7/31/19
Date

Margaret M. Richard
Name: Margaret M. Richard
Title: Chief Executive Officer

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Vendor Initials MP

Date 7/31/19

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Lakes Region Mental Health Center, Inc.
The State	Name of the Vendor
Katja S Fox	Margaret M. Pritchard
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Margaret M. Pritchard
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/31/2019
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Lakes Region Mental Health Center, Inc

7/31/19
Date

Name: Margaret M. Pritchard
Title: Chief Executive Officer

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 10141065 2

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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 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

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended June 29, 2022 (Item #29), 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, Revisions to Standard Contract Language, 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $25,144,044

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/1/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C83442...
Name: Katja S. Fox
Title: Director

Riverbend Community Mental Health, Inc.

5/31/2023
Date

DocuSigned by:
Lisa Madden
63968E16890F4CC...
Name: Lisa Madden
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/8/2023
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least two (2) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

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2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13.. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

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2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

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2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

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2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

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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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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.

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2.1.31.3.3. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion**

2.2.1. The Contractor shall submit a housing plan to stand up a minimum of six (6) new beds, including a detailed timeline, to the Department for approval within thirty (30) days from the Effective Date of this Agreement.

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 sixty (60) days from the Effective Date of this Agreement.

2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the Effective Date of this Agreement, 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. Length of stay upon discharge.

2.2.4.4. All referral source(s) and discharge locations.

2.2.4.5. Programmatic offerings.

New Hampshire Department of Health and Human Services

Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 110,288	$ 110,288	$ -
2. Employee Benefits	$ 33,086	$ 33,086	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,900	$ 1,900	$ -
Postage	$ 700	$ 700	$ -
Audit and Legal	$ 900	$ 900	$ -
Insurance	$ 1,800	$ 1,800	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500	$ 1,500	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
14. Admin/Indirect	$ 19,731	$ 19,731	$ -
TOTAL	$ 184,155	$ 184,155	$ -

Indirect As A Percent of Direct 12%

DS LKM

Contractor Initials

5/31/2023

Date

Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 110,288	$ 110,288	$ -
2. Employee Benefits	$ 33,086	$ 33,086	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,900	$ 1,900	$ -
Postage	$ 700	$ 700	$ -
Audit and Legal	$ 900	$ 900	$ -
Insurance	$ 1,800	$ 1,800	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500	$ 1,500	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
14. Admin/Indirect	$ 19,731	$ 19,731	$ -
TOTAL	$ 184,155	$ 184,155	$ -

Indirect As A Percent of Direct 12%

OS

Contractor Initials KM

5/31/2023

Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62509**

Certificate Number: **0006194228**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State

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CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 24, 2022, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President and/or Treasurer is duly authorized on behalf of Riverbend Community Mental Health, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed below currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: 5/11/23

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
P.O. Box 2032
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2471016	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2471013	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10K			PHUB834651	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20230000566 3A SAtates: NH	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liability			PHPK2471016	10/01/2022	10/01/2023	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VDBZP

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RIVERBEND
COMMUNITY MENTAL HEALTH, INC.

Mission

We care for the behavioral health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

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Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2022

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Riverbend Community Mental Health, Inc.
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June 30, 2022

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2023, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 18,387,254	$ 14,523,074
Client service fees receivable, net	607,311	944,068
Other receivables	1,828,852	1,662,191
Investments	8,297,863	9,290,242
Prepaid expenses	377,808	174,204
Tenant security deposits	27,271	27,257
TOTAL CURRENT ASSETS	29,526,359	26,621,036
PROPERTY & EQUIPMENT, NET	11,654,912	11,136,269
OTHER ASSETS		
Investment in Behavioral Information Systems	-	109,099
TOTAL ASSETS	$ 41,181,271	$ 37,866,404

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 536,862	$ 110,023
Accrued expenses	1,494,556	1,049,309
Tenant security deposits	32,518	26,140
Accrued compensated absences	852,920	990,852
Current portion of long-term debt	1,372,442	253,357
Deferred revenue	816,586	7,512
TOTAL CURRENT LIABILITIES	5,105,884	2,437,193
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,635,000	7,005,549
Unamortized debt issuance costs	(171,183)	(197,077)
Long-term debt, net of unamortized debt issuance costs	5,463,817	6,808,472
Interest rate swap liability	(76,335)	283,844
TOTAL LONG-TERM LIABILITIES	5,387,482	7,092,316
NET ASSETS		
Net Assets without donor restrictions	27,840,003	25,181,789
Net Assets with donor restrictions	2,847,902	3,155,106
TOTAL NET ASSETS	30,687,905	28,336,895
TOTAL LIABILITIES AND NET ASSETS	$ 41,181,271	$ 37,866,404

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 1,570,285	$ -	$ 1,570,285	$ 814,256
State of New Hampshire -- BBH	3,266,762	-	3,266,762	3,233,066
In-kind donations	165,584	-	165,584	170,784
Contributions	203,367	3,150	206,517	119,565
Other	1,515,124	-	1,515,124	1,332,616
Total Public Support	6,721,122	3,150	6,724,272	5,670,287
Revenues -				
Client service fees, net of provision for bad debts	27,192,609	-	27,192,609	28,766,679
Other	3,158,204	-	3,158,204	4,049,036
Net assets released from restrictions	164	(164)	-	-
Total Revenues	30,350,977	(164)	30,350,813	32,815,715
TOTAL PUBLIC SUPPORT AND REVENUES	37,072,099	2,986	37,075,085	38,486,002
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,882,917	-	5,882,917	5,416,903
Emergency services	1,127,714	-	1,127,714	1,338,609
Behavioral Crisis Treatment Ctr	727,261	-	727,261	1,448,814
ACT Team	1,724,146	-	1,724,146	1,535,887
Outpatient - Concord	5,865,371	-	5,865,371	5,219,249
Outpatient - Franklin	2,797,721	-	2,797,721	2,779,628
Multi-Service Team - Community Support Program	7,860,088	-	7,860,088	7,020,285
Mobile Crisis Team	2,291,985	-	2,291,985	1,798,522
Community Residence - Twitchell	1,141,200	-	1,141,200	1,122,608
Community Residence - Fellowship	884,593	-	884,593	549,409
Restorative Partial Hospital	-	-	-	1,866
Supportive Living - Community	1,373,256	-	1,373,256	1,510,700
Bridge Housing	199,834	-	199,834	105,971
Other Non-BBH	2,141,212	-	2,141,212	3,375,387
Administrative	87,769	-	87,769	908,076
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,105,067	-	34,105,067	34,131,914
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	2,967,032	2,986	2,970,018	4,354,088
OTHER INCOME (LOSS)				
PPP Loan Forgiveness	-	-	-	5,017,927
Investment Income (loss)	(667,111)	(310,190)	(977,301)	1,626,882
Change in fair value of interest rate swap	358,293	-	358,293	202,828
TOTAL OTHER INCOME (LOSS)	(308,818)	(310,190)	(619,008)	6,847,637
TOTAL INCREASE (DECREASE) IN NET ASSETS	2,658,214	(307,204)	2,351,010	11,201,725
NET ASSETS, BEGINNING OF YEAR	25,181,789	3,155,106	28,336,895	17,135,170
NET ASSETS, END OF YEAR	$ 27,840,003	$ 2,847,902	$ 30,687,905	$ 28,336,895

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 2,351,010	$ 11,201,725
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,076,666	1,196,915
Unrealized (gain) loss on investments	1,237,505	(958,071)
Gain on sale of BIS	(28,077)	-
PPP loan forgiveness	-	(5,017,927)
Change in fair value of interest rate swap	(358,293)	(202,828)
Changes in:		
Client service fee receivables	336,757	396,241
Other receivables	(166,661)	379,052
Prepaid expenses	(203,604)	(15,422)
Tenant security deposits	6,364	(1,117)
Accounts payable and accrued expenses	734,154	2,719
Deferred revenue	809,074	(3,424)
NET CASH PROVIDED BY OPERATING ACTIVITIES	5,794,895	6,977,863
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,569,415)	(376,799)
Proceeds from sale of investment in BIS	137,176	-
Investment activity, net	(245,126)	(655,317)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,677,365)	(1,032,116)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(253,350)	(244,518)
NET INCREASE IN CASH	3,864,180	5,701,229
CASH AT BEGINNING OF YEAR	14,523,074	8,821,845
CASH AT END OF YEAR	$ 18,387,254	$ 14,523,074
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	$ 242,098	$ 244,599

See Accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend, is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire. PALF terminated all management services from Riverbend on August 5, 2022.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of Riverbend and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of Riverbend. Riverbend's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Property
Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

Grants
Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire and the federal government related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

In-Kind Donations
Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue
Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable
In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Riverbend has recorded an estimate in the allowance for doubtful accounts of $882,275 and $1,141,701 as of June 30, 2022 and 2021, respectively. The allowance for doubtful accounts represents 59% and 55% of total client service accounts receivable as of June 30, 2022 and 2021, respectively.

Client Service Revenue

Riverbend recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. Riverbend recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. Riverbend has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. Riverbend receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2022 totaled $27,192,609, of which $26,309,819 was revenue from third-party payors and $885,790 was revenue from self-pay clients.

Riverbend has agreements with third-party payors that provide payments to Riverbend at established rates. These payments include:

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

New Hampshire Healthy Families

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellsense
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Amerihealth
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire
Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital
Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 85% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements
Riverbend uses an interest-rate swap to mitigate interest-rate risk on our bonds payable (Note 8). The related liability or asset is reported at fair value in the statements of financial position, and unrealized gains or losses are included in the statements operations.

Advertising
Advertising costs are expensed as incurred. Total costs were $147,475 and $150,252 at June 30, 2022 and 2021, respectively.

NOTE 2 CASH

At June 30, 2022 and 2021, the carrying amount of cash deposits was $18,414,525 and $14,550,331 and the bank balance was $18,484,523 and $14,725,805. Of the bank balance, $5,623,931 and $5,860,928 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $7,007,442 and $7,258,906 was offset by debt, and the remaining $5,853,150 and $1,605,971 is uninsured. Subsequent to year end, Riverbend purchased $6,000,000 in treasuries to help reduce the exposure of uninsured cash at June 30, 2022.

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NOTE 3 ACCOUNTS RECEIVABLE

	2022	2021
CLIENT SERVICE RECEIVABLES		
Due from clients	$ 422,447	$ 480,709
Receivable from insurance companies	409,903	554,793
Medicaid receivable	511,061	868,095
Medicare receivable	154,045	182,149
Housing fees	(7,870)	23
	1,489,586	2,085,769
Allowance for doubtful accounts	(882,275)	(1,141,701)
	$ 607,311	$ 944,068
OTHER RECEIVABLES		
BBH	$ 423,452	$ 874,290
Federal Grants	655,290	451,811
Behavioral Information System - BIS	-	59,023
Merrimack County Drug Court	216,397	76,767
MCO Directed Payments	443,238	137,199
Due from Penacook Assisted Living Facility	-	12,866
Other	90,475	50,235
	$ 1,828,852	$ 1,662,191

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with The Colony Group. The approximate breakdown of these investments are as follows at June 30,:

2022	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 218,163	$ -	$ 218,163
Corporate Bonds	1,797,021	(180,003)	1,617,018
Exchange Traded Funds	2,697,443	291,102	2,988,545
Equities	85,664	(16,218)	69,446
Mutual Funds	3,542,649	(137,958)	3,404,691
	$8,340,940	$ (43,077)	$8,297,863

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NOTE 4 INVESTMENTS (continued)

2021	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 179,254	$ -	$ 179,254
Corporate Bonds	2,039,624	(25,757)	2,013,867
Exchange Traded Funds	2,724,996	858,110	3,583,106
Equities	79,159	(5,099)	74,060
Mutual Funds	3,017,771	422,184	3,439,955
	$8,040,804	$1,249,438	$9,290,242

Investment income (losses) consisted of the following at June 30,:

	2022	2021
Interest and dividends	$ 202,906	$ 191,809
Realized gains (losses)	115,919	528,978
Unrealized gains (losses)	(1,237,505)	958,071
Fee expenses	(58,621)	(51,976)
TOTAL	$ (977,301)	$1,626,882

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

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NOTE 6 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested $52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

Riverbend sold its 50% investment in BIS on December 31, 2021, for $137,176 for a gain of $28,077, which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

NOTE 7 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	2022	2021
Land	$ 1,275,884	$ 1,275,884
Buildings	17,789,504	17,707,974
Leasehold Improvements	541,181	532,136
Furniture and Fixtures	4,479,040	4,204,035
Equipment	2,268,463	1,998,972
Software licenses	211,893	171,799
CIP	894,251	-
	27,460,216	25,890,800
Accumulated Depreciation	(15,805,304)	(14,754,531)
NET BOOK VALUE	$ 11,654,912	$11,136,269

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	2022	2021
Mortgage payable, $1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 1.67%, annual principal and interest payments of $5,630 with a final balloon payment of $946,441 due June, 2029.	$ 1,132,442	$ 1,153,906

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NOTE 8 LONG-TERM DEBT (continued)

	2022	2021
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from $55,000 in July 2004 to $375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	2,725,000	2,885,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 1.11% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from $55,000 in July 2017 to $475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,150,000	3,220,000
	7,007,442	7,258,906
Less: Current Portion	(1,372,442)	(253,357)
Long-term Debt	5,635,000	7,005,549
Less: Unamortized debt issuance costs	(171,183)	(197,077)
	$ 5,463,817	$ 6,808,472

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2023	$ 1,372,442
2024	250,000
2025	260,000
2026	270,000
2027	285,000
Thereafter	4,570,000
	$ 7,007,442

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for $3,395,000 and expires September 1, 2028.

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NOTE 9 LINE OF CREDIT

As of June 30, 2022, Riverbend had available a line of credit with an upper limit of $1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate equal to 1.5% above the Wall Street Journal Prime Rate with a minimum interest rate of 4%. This line of credit is secured by all accounts receivable of the company and is due on demand. The line of credit matures May 31, 2023.

NOTE 10 DEFERRED INCOME

	2022	2021
Concord Hospital/Dartmouth Hitchcock	$ 7,512	$ 7,512
Illness Mgmt Recovery Award	12,800	-
ARPA Grant	796,274	-
TOTAL DEFERRED INCOME	$ 816,586	$ 7,512

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	2022	2021
Ongoing management and administrative services, recorded in other accounts receivable	$ -0-	$ 12,866

Riverbend collected $51,199 and $105,251 for property management services, and $37,064 and $59,628 for contracted housekeeping services during the years ended June 30, 2022 and 2021, respectively. As disclosed previously in Note 1, PALF terminated all management services from Riverbend on August 5, 2022.

NOTE 12 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2023	$ 74,765
2024	35,605
2025	32,459
2026	32,925
	$ 175,754

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NOTE 12 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2022 and 2021 was $109,799 and $128,258, respectively.

NOTE 13 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2022 and 2021, such contributions were $382,464 and $399,460, respectively.

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 18,387,254
Accounts Receivable (net)	2,436,163
Investments	8,297,863
Financial assets, at year end	29,121,280
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(2,847,902)
Financial assets available within one year for general expenditures	$ 26,273,378

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Riverbend's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2022:

	2022		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,553,554	2,553,554
Development Fund	149,513	-	149,513
	$ 294,348	$ 2,553,554	$ 2,847,902

	2021		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,863,868	2,863,868
Development Fund	146,403	-	146,403
	$ 291,238	$ 2,863,868	$ 3,155,106

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – *(Charles Schwab)*

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc..

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

The Development Fund – *(Charles Schwab)*

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Below is the breakdown of the restricted activity above for the year ending June 30, 2022:

	2022	2021
Investment Income	$ 123	$ 216,777
Unrealized gain (loss) on Investments	(310,313)	334,235
Investment Fees	-	(19,114)
Total Annuity Activity	(310,190)	531,898
New Grants	3,150	12,050
Net assets released from restrictions	(164)	(8,320)
Beginning Assets with Donor Restrictions	3,155,106	2,619,478
Ending Assets with Donor Restrictions	$ 2,847,902	$ 3,155,106

NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Riverbend's customers and revenue, absenteeism in the Riverbend's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Riverbend, including receivables and property and equipment.

Due to these economic uncertainties Riverbend applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

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NOTE 17 PAYCHECK PROTECTION PROGRAM LOAN

On April 12, 2020, Riverbend was granted a loan in the amount of $5,017,927 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan was uncollateralized and was fully guaranteed by the Federal Government. Riverbend used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness to grant status on August 18, 2021. For the year ended June 30, 2021, Riverbend recognized $5,017,927 as PPP Loan forgiveness in other income.

NOTE 18 SUBSEQUENT EVENTS

On July 26, 2022, Riverbend paid the Pleasant street property mortgage payable in the amount of $1,132,442. During the year ended June 30, 2022, this amount is included in the current portion of long term debt.

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through January 5, 2023, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2022, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PROGRAM SERVICE FEES																
Net Client Fees	$ 885,790	$ -	$ 885,790	$ 116,496	$ 37,156	$ 23,805	$ 253,707	$ 39,234	$ 290,790	$ 42,537	$ 2,779	$ (383)	$ 16,216	$ 354	$ 63,299	$ 399,311
HMO's	443,166	-	443,166	101,174	12,676	1,165	171,638	7,375	130,226	16,969	-	-	(11)	-	1,954	939,808
Blue Cross/Blue Shield	942,581	-	942,581	280,784	19,789	4,016	375,978	22,413	206,052	23,674	-	-	128	-	7,547	538,335
Medicaid	23,146,219	46,816	23,099,403	4,547,610	165,437	29,210	1,299,559	1,077,915	12,440,653	284,470	1,221,222	989,126	384,049	9,943	650,209	24,736,117
Medicare	750,229	-	750,229	425	2,140	(2,748)	218,208	24,716	504,617	1,748	-	-	32	-	1,091	706,987
Other Insurance	620,102	-	620,102	100,276	6,981	2,401	284,637	16,593	201,866	1,924	-	-	27	-	5,417	1,043,059
Other Program Fees	404,522	-	404,522	2,800	-	-	15,352	-	466	-	137,974	-	230,220	-	17,710	403,062
PROGRAM SALES																
Service	3,158,204	-	3,158,204	-	1,224,683	-	1,503,175	-	12,994	-	-	-	-	-	417,352	4,049,036
PUBLIC SUPPORT																
United Way	4,123	-	4,123	1,767	559	-	-	-	-	-	-	-	-	-	1,797	6,905
Local/County Gov't.	226,540	-	226,540	-	-	-	-	-	-	-	-	-	226,540	-	-	-
Donations/Contributions	206,517	3,469	203,048	19,500	-	-	25,550	-	9,795	-	750	-	-	-	147,453	119,565
Other Public Support	1,176,897	-	1,176,897	144,693	6,873	-	455,850	-	30,022	-	91,574	-	438,783	-	9,102	691,478
FEDERAL FUNDING																
Other Federal Grants	1,533,667	-	1,533,667	146,497	28,403	17,569	146,408	42,681	262,821	57,409	28,486	-	36,085	4,979	762,329	632,742
PATH	36,618	-	36,618	-	-	-	-	-	-	-	-	-	36,618	-	-	181,514
IN-KIND DONATIONS	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
OTHER REVENUES	107,564	26,234	81,330	429	20	97	815	60	-	-	-	15	140	30	79,724	634,233
BBH	3,266,762	11,250	3,255,512	65,845	-	630,324	-	349,814	6,307	1,839,255	-	-	-	186,015	177,952	3,233,066
TOTAL PROGRAM REVENUES	$ 37,075,085	$ 87,769	$ 36,987,316	$ 5,528,296	$ 1,504,897	$ 705,639	$ 4,750,877	$ 1,580,801	$ 14,096,609	$ 2,268,186	$ 1,648,369	$ 988,758	$ 1,368,827	$ 201,321	$ 2,342,936	$ 38,486,002

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PERSONNEL COSTS																
Salary &Wages	$ 21,261,402	$ 2,034,590	$ 19,226,812	$ 3,407,550	$ 678,744	$ 372,699	$ 3,560,074	$ 1,008,455	$ 6,290,725	$ 1,479,997	$ 523,563	$ -	$ 690,960	$ 113,640	$ 1,100,405	$ 22,287,895
Employee Benefits	4,479,324	878,377	3,600,947	677,896	87,194	132,179	510,046	242,837	1,308,512	160,482	100,242	-	142,008	32,935	206,616	4,402,035
Payroll Taxes	1,649,078	163,615	1,485,463	265,355	49,240	29,475	251,025	81,386	493,335	121,073	44,115	-	55,685	8,734	86,040	1,488,152
PROFESSIONAL FEES																
Substitute Staff	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,667
Accounting	46,330	46,330	-	-	-	-	-	-	-	-	-	-	-	-	-	45,600
Legal Fees	45,342	45,342	-	-	-	-	-	-	-	-	-	-	-	-	-	35,147
Other Prof. Fees/Consul.	1,630,243	712,344	1,117,899	63,083	1,574	919	89,094	1,366	76,002	1,715	971	872,149	1,493	695	8,838	1,232,201
STAFF DEV. & TRAINING																
Journals & Pub.	7,096	2,411	4,685	1,253	26	64	2,713	71	89	43	286	-	3	-	137	8,899
Conferences and Conv.	84,843	19,562	65,281	10,952	228	1,948	24,290	787	16,475	3,459	1,908	-	452	1,075	3,707	51,265
OCCUPANCY COSTS																
Rent	137,876	96,307	41,569	20,961	-	-	19,424	884	-	-	-	-	-	-	300	156,335
Heating Costs	83,905	8,770	75,135	9,280	1,842	1,081	12,809	1,331	13,839	2,488	6,629	-	20,756	123	4,957	75,937
Other Utilities	225,877	34,202	191,675	25,209	5,261	4,793	35,924	6,537	42,016	6,818	16,159	-	34,588	745	13,625	222,120
Maintenance and Repairs	313,575	39,808	273,767	25,379	16,045	15,892	34,617	6,530	50,884	20,543	27,358	-	56,938	1,252	18,329	211,264
Taxes	21,219	-	21,219	-	-	-	-	-	-	-	-	-	21,219	-	-	14,531
Other Occupancy Costs	423,904	221,955	201,949	37,320	5,727	4,595	31,052	11,264	64,599	18,231	6,041	-	10,175	1,153	11,792	24,099
CONSUMABLE SUPPLIES																
Office	64,523	15,626	48,897	5,240	391	465	7,381	1,815	17,636	11,429	1,775	-	1,452	478	835	363,166
Building/Household	121	-	121	-	-	-	-	121	-	-	-	-	-	-	-	105,329
Educational/Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,884
Food	45,151	6,387	38,764	3,202	290	691	3,410	439	3,464	4,811	16,708	-	2,913	29	807	34,019
Medical	320,517	9,195	311,322	20,899	126	155	36,483	800	4,971	936	927	-	846	38	245,341	117,141
ADVERTISING	147,475	123,796	23,679	3,229	433	676	2,412	1,108	9,879	1,419	554	-	1,035	103	2,831	150,252
PRINTING	16,427	9,721	6,706	1,718	-	360	1,161	66	2,652	340	222	-	14	5	148	16,077
TELEPHONE/ COMMUNICATIONS	372,858	96,650	276,208	43,174	37,821	6,099	50,026	9,185	65,196	17,939	15,861	-	15,362	946	14,599	366,969
POSTAGE/SHIPPING	27,191	2,615	24,576	4,077	628	404	3,035	1,235	9,955	1,985	683	-	1,042	134	1,418	30,419
TRANSPORTATION																
Staff	328,703	49,549	279,154	56,890	20	112	3,567	24,818	176,108	3,101	4,418	-	4,011	795	5,314	249,351
Clients	6,291	614	5,677	857	144	142	52	-	40	1,163	284	-	-	-	2,995	17,298
INSURANCE																
Malpractice and Bonding	180,027	18,626	161,401	-	21,232	10,529	26,813	6,122	40,646	27,632	3,927	-	7,158	1,708	13,634	185,684
Vehicles	19,150	9,002	10,148	2,192	-	-	-	-	137	-	4,287	-	3,532	-	-	15,380
Comp, Property & Liab.	66,704	19,149	47,555	27,313	569	671	5,228	925	5,683	639	184	-	4,764	104	1,475	27,191
INTEREST EXPENSE	242,098	114,241	127,857	52,199	17,796	1,136	40,931	2,181	-	5,556	-	-	-	-	8,058	244,599
IN-KIND EXPENSE	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
DEPRECIATION AND AMORTIZATION	1,076,666	447,918	628,748	154,454	16,446	19,294	136,739	21,736	126,679	26,060	10,760	-	69,309	2,417	42,854	1,196,915
EQUIPMENT MAINTENANCE	39,327	6,933	32,394	11,118	1,113	134	4,845	1,232	6,842	1,732	2,097	-	1,500	194	1,587	40,064
MEMBERSHIP DUES	56,724	56,424	300	300	-	-	-	-	-	-	-	-	-	-	-	54,864
OTHER EXPENDITURES	319,516	17,172	302,344	22,975	6,606	9,406	43,742	18,243	162,708	8,344	5,005	596	9,048	956	14,715	139,381
TOTAL EXPENSES	34,105,087	5,309,231	28,795,856	4,953,875	949,496	613,939	4,936,893	1,453,474	8,991,072	1,927,915	960,548	872,745	1,156,263	168,259	1,811,357	34,131,914
ADMIN ALLOCATION	-	(5,221,462)	5,221,462	929,042	178,218	113,322	926,478	270,672	1,666,737	364,070	180,652	11,848	216,993	31,575	329,855	-
TOTAL PROGRAM EXPENSES	34,105,087	87,769	34,017,298	5,882,917	1,127,714	727,261	5,865,371	1,724,146	10,657,809	2,291,985	1,141,200	884,593	1,373,256	199,834	2,141,212	34,131,914
SURPLUS/(DEFICIT)	$ 2,970,018	$ -	$ 2,970,018	$ (354,621)	$ 376,983	$ (21,622)	$ (1,114,494)	$ (143,345)	$ 3,440,800	$ (23,799)	$ 507,169	$ 104,165	$ (4,429)	$ 1,487	$ 201,724	$ 4,354,088

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Riverbend Community Mental Health, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2022	$ 858,579	$ 3,266,762	$ (3,701,889)	$ 423,452

Analysis of Receipts:

BBH & Federal Fund Payments

07/23/21	$ 112,907	01/26/22	$ 197,042
07/26/21	24,932	01/27/22	33,042
08/23/21	25,155	01/31/22	346,088
08/30/21	401,951	02/01/22	105,000
08/31/21	196,022	02/28/22	3,501
10/01/21	88,101	03/03/22	139,886
10/13/21	29,217	03/25/22	46,906
10/26/21	95,904	03/28/22	35,810
10/28/21	17,677	03/31/22	15,256
10/29/21	9,676	04/04/22	29,094
10/31/21	6,151	04/07/22	130,601
11/01/21	122,260	04/18/22	29,006
12/01/21	188,514	04/22/22	26,467
12/03/21	10,173	04/25/22	452,591
12/07/21	29,458	04/30/22	3,215
12/09/21	403,312	05/10/22	9,785
12/29/21	35,420	05/11/22	7,468
01/06/22	56,596	05/31/22	828
01/12/22	1,350	06/30/22	406,456

Less: Federal Monies (170,929)

$ 3,701,889

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Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 480,709	$ 1,841,970	$ (956,180)	$ (944,052)	$ 422,447
Blue Cross/Blue Shield	90,194	1,453,535	(510,954)	(888,863)	143,912
Medicaid	868,095	50,368,646	(27,222,427)	(23,503,253)	511,061
Medicare	182,149	1,042,664	(292,435)	(778,333)	154,045
Other insurance	464,599	2,053,153	(989,885)	(1,261,876)	265,991
Housing fees	23	419,977	(15,455)	(412,415)	(7,870)
Allowance for Doubtful accounts	(1,141,701)	-	259,426	-	(882,275)
TOTALS	$ 944,068	$ 57,179,945	$ (29,727,910)	$ (27,788,792)	$ 607,311

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SINGLE AUDIT REPORTS

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Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	Federal Assistance Listing Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed through the State of New Hampshire, Department of Health and Human Services:				
NH State Opioid Response		SS-2019-BDAS-05-ACCES-03-A03	93.788	$ 710,315
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	36,618
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	177,952
System of Care 2.0		SS-2018-DBH-01-MENTA-04	93.104	57,445
Provider Relief Fund	COVID-19		93.498	164,840
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 1,147,170

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de miminis indirect cost rate as allowed under the Uniform Guidance.

NOTE C PROVIDER RELIEF FUNDS

In total, through the year ended June 30, 2022, Riverbend Community Mental Health, Inc. received $1,263,352 in provider relief funds. Riverbend Community Mental Health, Inc. followed the U.S. Department of Health and Human Services reporting requirements based on the period of availablility for each payment received. Riverbend Community Mental Health, Inc. received $550,000 in provider relief funds in Period 1 which was subject to the Uniform Guidance at June 30, 2021. Riverbend Community Mental Health, Inc. received $164,840 in provider relief funds in Period 3 which was recognized as revenue and subject to the Uniform Guidance as of June 30, 2022 as shown on the schedule above. Additionally Riverbend Community Mental Health, Inc. received $548,512 in provider relief funds in Period 4 which was recognized as revenue for the year ended June 30, 2022, but not subject to the Uniform Guidance until June 30, 2023.

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Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverbend Community Mental Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2022. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Riverbend Community Mental Health, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Riverbend Community Mental Health, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Riverbend Community Mental Health, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Riverbend Community Mental Health, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2022

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.

2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).

7. The programs tested as a major program were:

   93.788 - The Doorways - Hub & Spoke Concord

8. The threshold used for distinguishing between Types A and B programs was $750,000.

9. Riverbend Community Mental Health, Inc. was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

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Riverbend Community Mental Health, Inc.
Board of Directors
2022-2023

James Doremus, **Chair**
Frank Boucher, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Crystal Welch, **Treasurer**
John Barthelmes, **Immidate Past Chair**
Mark Broth
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Benjamin Hodges
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Johane Telgener
Kara Wyman
Robert Steigmeyer, *Ex Officio*

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LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer
Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health
Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health
Executive Director of Region 3 Integrated Delivery Network
Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (IDN) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - Emergency Department
  - Partial Hospital Program (PHP)
  - Intensive Outpatient Program for Substance Use Disorders (IOP)
  - 18 bed inpatient behavioral health unit (BHU)
  - Foundation Counseling and Wellness -outpatient clinical services
  - Foundation Collaborative Care- outpatient psychiatric evaluation and medication management
  - Center for Recovery Management - medication for addiction treatment (MAT)
  - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - New Hampshire Hospital Association Behavioral Health Peer Group

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  - New Hampshire Hospital Association Behavioral Health Learning Collaborative
  - Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - SNHMC is the fiscal agent for the demonstration.
  - Work closely with 30 community partners to achieve the goals of the waiver.
  - Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH
Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

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with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC
Consultant, 6/04 - 6105
Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.
Interim Clinic Director, 8104 - 5105
Wayside Youth and Family Support, Framingham, MA
Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105
The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)
The Family Counseling Center
Northeast Regional Clinic Director, Lawrence, .MA 12/99 - 9/03
Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for **MSPCC.**

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Clinic Director, Hyannis, MA 9/95-12/99
Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA
Clinical Social Worker - Intern, 5193-9/93

Worcester Children's Friend Society, Worcester, MA
Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4190-4/93
EAP Case Manager, 2/89-4/90

The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89
Clinical Counselor I & II

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

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Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

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- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003 Riverbend Community Mental Health Center Concord, NH

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Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker *Internship*

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician *Internship*

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

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CRYSTAL A. WELCH

CAREER PROFILE

Experienced Chief Financial Officer/ Director of Finance & HR Administration, serving non-profit missions for over twenty years. Possesses solid leadership, communication and interpersonal skills to establish rapport with all levels of staff and management as well as outside resources and community partners. Strong qualifications in developing and implementing financial controls and processes to improve efficiency, productivity and cost control.

CORE QUALIFICATIONS

Accounting & Financial Management
Board Committee Documentation & Planning
Human Resources & Payroll
Grant Management
Audit
Projection Modeling
Budgeting
Financial Analysis & Reporting
Risk Management
Capital Campaigns
Investments
Business Planning & Analysis
Building Construction & Renovations
Financing and Insurance

KEY INVOLVEMENTS

- Prepare, by way of import and export functionality to/from systems, distribute and present; all financial, cash management and investment reports on a monthly and annual basis
- Prepare and distribute departmental financials
- Prepare and administer the annual operational, capital, grant and project budget(s) ensuring compliance with all federal, state, local and contractual guidelines are adhered to if appropriate
- Develop ancillary rates and negotiate rates/grants with state and local agencies
- Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- Develop contracts with banks, vendors, and external providers of contracted services
- Serve as a member of the Executive Management Team and Management Team
- Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- Banking administration to include relationship maintenance and cash management
- Keep accurate books of account while maintaining internal controls and proper accounting cycle
- Ensure that all invoices and purchase orders have adequate controls installed and that substantiating documentation is approved and available such that all purchases may pass independent and governmental audits prior to disbursement
- Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- Direct annual audit
- Provide leadership, supervision and oversight to finance and human resources staff
- Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- Attend Board of Trustees and Directors meetings and provide written and verbal financial reports to include monthly income and expense, cash flow, balance sheets, capital, endowment, fiscal and multi-year projections and any other reports needed to assess the financial position of the organization.

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SPECIAL ACCOMPLISHMENTS

- Implementation of various software – most notable the implementation of F9, an Excel reporting product that allows direct linking to the general ledger. It immediately pulls data, in real time, to financial and data reports. Setup this system and financial reporting package as well as built the linkage back to the general ledger system
- Successfully create RFP for a new Investment firm, HRIS/payroll system as well as a new Business Insurance broker assuring follow-through on objectives and implementation, ensuring an outcome of cost effective quality support
- Successfully implement analysis and reconciliation processes related to retirement and payroll to ensure timely and accurate reporting as well as adherence to ERISA guidelines
- Creation of current fiscal year projections as well as multi-year projections and scenarios.
- Create and implement a Cash Flow Forecasting model, to assist in strategic and financial decision making of the CEO, Finance Committee and the Boards
- Successful owner and manager of several rental properties over the course of 10+ years – this includes;
  - multiple finance projects
  - orchestrate many large scale renovation projects
  - management of tenants
  - insurance negotiation – including claims management
- "Flipped" several homes utilizing private financing arrangements
- Implement improvements in processes, procedures and workflows that result in improved internal controls and efficiencies as well as a reduction in staffing needs
- Implement allocation method to further define and analyze business segments
- Multiple years of clean audits

WORK EXPERIENCE

Chief Financial Officer — 10/2021-Current
Riverbend Community Mental Health

Chief Financial Officer — 2017-10/2021
New Hampshire Public Radio - Concord, NH

Director of Finance — 2016 - 2017
Manchester Community Health Center - Manchester, NH

Director of Finance/CFO — 2009 –2016
Spaulding Youth Center - Northfield, NH

Accounting Manager/Controller — 2000 - 2008
Tree Care Industry Association - Manchester, NH

EDUCATION

B.S. Accounting/Finance (2005)	Southern New Hampshire University	Manchester, NH
MBA Business Administration	Southern New Hampshire University	Manchester, NH

*Temporarily on -hold

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Paul J. Brown, MD

Professional Experience

Riverbend Community Mental Health Center — **May 31, 2022 – Present**
Chief Medical Officer
Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301

MHM Correctional Services, Inc, Concord, NH — **November, 2008 – May, 2022**
Staff Pysychiatrist

NH Suicide Fatality Review Committee — **March, 2017 – Present**
Chairman, March 2017--Present

Geisel School of Medicine at Dartmouth — **July, 2014 - June, 2017**
Clinical Assistant Professor
Nominated for Psychiatry Clerkship Award for Outstanding Contribution to Geisel Student Learning, May 2015

Roger Williams Medical Center, Providence, RI — **January, 2006 – November, 2008**
Medical Director
Medical Director for the Dual Diagnosis Unit, Addiction Unit and Partial Hospitalization Program at the Roger Williams Medical Center, Providence, RI

Riverbend Community Mental Health Center — **July, 2004 – December, 2005**
Staff Pyschiatrist
Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301

Concord Psychiatric Associates — **July, 2004 – December, 2005**
Outpatient Psychiatric Practice

Outpatient Psychiatric Practice, Concord Psychiatric Practices, 248 Pleasant Street, Concord, NH 03301

Capital Region Family Health Center — **August, 2005 - December, 2005**
Clinical Faculty

Clinical Faculty, Capital Region Family Health Center, 250 Pleasant Street, Concord, NH 03301

Elliot Hospital — **July, 2002 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **July, 2002 – July, 2004**
Head of Consultation Liaison Psychiatry

Head of Consultation Liaison Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

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Elliot Hospital — **September, 1992 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **October , 2002 – July, 2002**
Associate Medical Director, Psychiatric Intensive Care Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, Outpatient Practice, One Elliot Way, Manchester, NH

- Dean's List Award Recipient – Outstanding Employee Performance, 2002 at Elliot Hospital

February , 1994 – October, 2000
Staff Psychiatrist and Associate Medical Director

- Optima Health Staff Psychiatrist
- Elliot Hospital – In-Patient, Associate Medical Director - Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH
- Catholic Medical Center – Out-Patient Practice, 100 McGregor Street, Manchester, NH

Elliot Hospital — **September, 1992 - February, 1994**
Interim Medical Director, Gero-Psychiatric Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **September, 1992 - February, 1994**
Chief – Sub-department of Psychiatry

Chief – Sub-department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **January, 1998 – July, 2001**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Catholic Medical Center — **January, 1998 – December, 2000**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Catholic Medical Center, 100 McGregor Street, Manchester, NH

Community Mental Health Services — **April, 1988 – September, 1992**
Medical Director

Medical Director, Community Mental Health Servicesw of Belmont, Harrison and Monroe Counties, St. Clairsville, Ohio

Pembroke Hospital, Pembroke, MA — **May, 1985 – June, 1987**
Staff Psychiatrist

Associate Staff, Pembroke Hospital, Pembroke, MA

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Licenses and Certification

Board Certified as a Diplomate in the specialty of Psychiatry, October, 1988
New Hampshire License #8792, September, 1992 - Present
Ohio License #35-05-5336 (Inactive)
Rhode Island License #12002 (Inactive)

Certified to provide Outpatient Opiate Detoxification and Maintenance using Suboxone and Subutex, July, 2006 - Present

Education – Post Graduate Training

Brown University, Providence, RI — **July, 1984 – June, 1987**

Psychiatry Residency

Residency Policy Committee Representative, 1984 – 1987
In-Patient Clinical Chief Resident, 1986 – 1987
Scored 95th Percentile, Psychiatry Interim Training Examination
Admissions Committee Representative

Roger Williams General Hospital, Providence, RI — **July, 1983 – June, 1984**

Psychiatry Residency

Roger Williams General Hospital, Providence, RI
Brown University Affiliate
Internal Medicine Internship

Education

University of Connecticut Medical School — **July, 1979 – May, 1983**

Received MD, Family Medicine Preceptorship, Continuation of Membrane Receptor research

University of Pennsylvania, Philadelphia, PA — **January, 1976 – May, 1979**

BA, Biochemistry with Distinction, Minors in Psychology and English, Magna Cum Laude, Phi Beta Kappa, Alpha Epsilon Delta, Benjamin Franklin Scholar, Honors Program throughout college, 3.8 GPA, Reseach in Membrane Receptor Chemistry for 3 years, Presentation of research at UPenn Hematology Conference

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Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	President & CEO	$240,800	0%	$0.00
Christopher Mumford	COO	$149,480	0%	$0.00
Crystal Welch	CFO	$156,045	0%	$0.00
Dr. Paul Brown	CMO	$318,150	0%	$0.00

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 18, 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 an existing contract with the Contractor 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 $266,477, from $25,950,553 to $26,217,030 and by extending the completion dates from June 30, 2022 to June 30, 2023, effective July 1, 2022, 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 Contractor listed **in bold** below. 100% General Funds.

The original contract was approved by Governor and Council on August 28, 2019, item #14, as amended on December 2, 2020, item #13, as amended on July 14, 2021, item #15, as amended on January 12, 2022, item #18, and most recently amended on February 16, 2022, item #39.

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 $11,775,275	$17,156,617		Total shared Price Limitation $4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$509,648		$16,771,221			$16,771,221
The Lakes Region Mental Health Center, Inc.	$2,043,076		$18,304,651			$18,304,651
Riverbend Community Mental Health , Inc.	**$676,082**		**$12,450,357**	**$266,477**		**$17,203,134**

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Monadnock Family Services	$633,991		$16,895,566			$16,895,566
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.	$658,378		$16,919,953			$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	$682,227		$16,943,802			$16,943,802
TOTALS	$9,688,978	$11,775,275	$21,464,253	$266,477	$ 4,488,300	$26,217,030

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 contract with the Community Mental Health Center (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 contract with the CMHC listed **in bold** above through a corresponding amendment and consolidates these services under these Housing Bridge Subsidy Program contract. This request includes additional funding to support the requirement for the 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 one (1) 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), and two (2) of the Housing Bridge Subsidy contracts were amended with Governor and Council approval on February 16, 2022 (item #39).

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During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately twelve (12) individuals will be served statewide through the Supported Housing Bed Expansion, which makes available a minimum of six (6) beds per the 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

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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	$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	$266,477	$266,477
		Sub-total		$675,082	$266,477	$941,559

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

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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	$315,879	$0	$315,879
2023	102/500731	Contracts for Program Services	92204117	$180,966	$0	$180,966
		Sub-total		$658,378	$0	$658,378

Behavioral Health & Developmental Services of Strafford County, Inc. DBA 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	$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	$319,710	$0	$319,710
2023	102/500731	Contracts for Program Services	92204117	$200,984	$0	$200,984
		Sub-total		$682,227	$0	$682,227
			Total Family Support Services	***$9,688,978***	***$266,477***	***$9,955,455***

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	***$25,950,553***	***$266,477***	***$26,217,030***

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 Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $17,203,134

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-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. 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 July 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/26/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Riverbend Community Mental Health, Inc.

5/26/2022
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/27/2022
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.

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.

Exhibit A Amendment #3

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.

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.

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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.

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.

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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.

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.

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Exhibit A Amendment #3

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

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

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.

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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

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 August 1, 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.

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.

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Exhibit B-4 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program

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	$ 165,432	$ 165,432	$ -
2. Employee Benefits	$ 49,630	$ 49,630	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 800	$ 800	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 2,600	$ 2,600	$ -
Postage	$ 800	$ 800	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 950	$ 950	$ -
Insurance	$ 1,900	$ 1,900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000	$ 1,000	$ -
9. Software	$ 1,265	$ 1,265	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600	$ 1,600	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
14. Admin/Indirect	$ 28,550	$ 28,550	$ -
TOTAL	$ 266,477	$ 266,477	$ -

Indirect As A Percent of Direct 12%

Contractor Initials: os

Date: 5/26/2022

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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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

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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
TOTALS	$2,709,675	$7,288,975	$9,998,650	$1,799,480	$4,486,300	$16,284,430

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$267,100	$0	$267,100
2022	102/500731	Contracts for Program Services	92204117	$0	$267,100	$267,100
		Sub-total		$416,612	$267,100	$683,712

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	*$2,709,675*	*$1,799,480*	*$4,509,155*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	*$9,998,650*	*$6,285,780*	*$16,284,430*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,450,357

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 r upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/16/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Riverbend Community Mental Health Center, Inc.

6/16/2021
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/16/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 185,432	$ -	$ 185,432	$ -	$ -	$ -	$ 185,432	$ -	$ 185,432
2. Employee Benefits	$ 49,830	$ -	$ 49,830	$ -	$ -	$ -	$ 49,830	$ -	$ 49,830
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,800	$ -	$ 2,800	$ -	$ -	$ -	$ 2,800	$ -	$ 2,800
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
Insurance	$ 1,900	$ -	$ 1,900	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000		$ 1,000				$ 1,000		$ 1,000
9. Software	$ 1,265	$ -	$ 1,265	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,800	$ -	$ 1,800	$ -	$ -	$ -	$ 1,800	$ -	$ 1,800
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 28,551	$ -	$ 28,551	$ -	$ -	$ -	$ 28,551	$ -	$ 28,551
TOTAL	$ 286,477	$ -	$ 286,477	$ -	$ -	$ -	$ 286,477	$ -	$ 286,477

Indirect As A Percent of Direct 0.0%

Contractor Initials: [signature]
Date: 6/16/2021

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NH-0120-11-12 2020

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable,housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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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 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Riverbend Community Mental Health, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at PO Box 2032, 3 N. Main St., Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,697,580.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements; there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10/14/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Riverbend Community Mental Health, Inc.

10/14/2020
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

DocuSigned by:
D5CA8202E37CAA8...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432.00	$ -	$ 165,432.00	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432.00
2. Employee Benefits	$ 49,630.00	$ -	$ 49,630.00	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,551	$ 28,551	$ -	$ -	$ -		$ 28,551	$ 28,551
TOTAL	$ 237,927	$ 28,551	$ 266,478	$ -	$ -	$ -	$ 237,927	$ 28,551	$ 266,478
Indirect As A Percent of Direct		12.0%							

DS
LKM
Contractor Initials

10/14/2020
Date

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the indivdaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

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Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032, 3 N. Main Street Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6. Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6, 851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Peter Evers President & CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 7-29-19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace: Andrea D Beaudoin

ANDREA D. BEAUDOIN NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES OCT. 21, 2020

1.13.2 Name and Title of Notary or Justice of the Peace: Andrea D. Beaudoin Senior Executive Assistant

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/4/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials PE
Date 7/24/19

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials PE

Date 7/29/19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JE

Date 7/29/19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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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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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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2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: SS-2020-DBH-01-HOUS20-01

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 87,265.00	$ -	$ 87,265.00	$ -	$ -	$ -	$ 87,265.00	$ -	$ 87,265.00
2. Employee Benefits	$ 28,179.00	$ -	$ 28,179.00	$ -	$ -	$ -	$ 28,179.00	$ -	$ 28,179.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
6. Travel	$ 3,825.00	$ -	$ 3,825.00	$ -	$ -	$ -	$ 3,825.00	$ -	$ 3,825.00
7. Occupancy	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,875.00	$ -	$ 1,875.00	$ -	$ -	$ -	$ 1,875.00	$ -	$ 1,875.00
Postage	$ 570.00	$ -	$ 570.00	$ -	$ -	$ -	$ 570.00	$ -	$ 570.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
Insurance	$ 1,425.00	$ -	$ 1,425.00	$ -	$ -	$ -	$ 1,425.00	$ -	$ 1,425.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Continuous)	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
9. Software	$ 849.00	$ -	$ 849.00	$ -	$ -	$ -	$ 849.00	$ -	$ 849.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin	$ -	$ 15,278	$ 15,278	$ -	$ -	$ -	$ -	$ 15,278	$ 15,278
TOTAL	$ 129,900	$ 15,278	$ 142,178	$ -	$ -	$ -	$ 129,900	$ 15,278	$ 142,178

Indirect As A Percent of Direct 11.8%

Contractor Initials: RE
Date: 7/24/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost	Contractor Share / Match	Funded by DHHS contract share
1. Total Salary/Wages	$ 118,354.00	$ -	$ 118,354.00
2. Employee Benefits	$ 34,809.00	$ -	$ 34,809.00
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 650.00	$ -	$ 650.00
6. Travel	$ 5,100.00	$ -	$ 5,100.00
7. Occupancy	$ 950.00	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 2,100.00	$ -	$ 2,100.00
Postage	$ 700.00	$ -	$ 700.00
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00
Insurance	$ 1,800.00	$ -	$ 1,800.00
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,800.00	$ -	$ 1,800.00
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Records Check	$ 600.00	$ -	$ 600.00
14. Admin	$ -	$ 20,303	$ 20,303
TOTAL	$ 165,195	$ 20,303	$ 185,498

Indirect As A Percent of Direct: 12.8%

Riverbend Community Mental Health, Inc.
03-35120-0004-01-HOUSG-04
Exhibit B-2
Page 1 of 1

Contractor Initials: [illegible]
Date: 7/24/19

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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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: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evans
Title: CEO

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 2 of 2

Vendor Initials PE
Date 7/29/19

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New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evans
Title: CEO

Exhibit E – Certification Regarding Lobbying
Vendor Initials PE
CU/DHHS/110713
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/15
Date

Name: Peter Evans
Title: CSO

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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, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evers
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Pete Even
Title: CEO

Vendor Initials PE
Date 7/29/19

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity,

Vendor Initials CE

Date 7/29/19

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment: Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Riverbend Community Mental Health, Inc
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Peter Evans
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/29/19
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and:
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name:
Title:

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081259915

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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 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

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $25,143,408

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

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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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/24/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B34C83442...
Name: Katja S. Fox
Title: Director

Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
643F02AA3F57407...
Name: Philip Wyzik
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2023
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing; Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

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2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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

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housing may be eligible, unless written approval to not provide services is granted by the Department.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

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2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

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2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

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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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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.

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2.1.31.3.3. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion (The Lodge)**

DS
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2.2.1. The Contractor shall operate a program for adults with serious mental illness that includes independent living units for a minimum of 6 individuals with approximately one (1) year average length of stay.

2.2.2. The Contractor shall ensure the program is staffed by at least a 1.0 FTE program manager.

2.2.3. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

2.2.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

2.2.3.2. Individuals being discharged from NHH or Glencliff; and

2.2.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

2.2.4. The Contractor shall ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

2.2.5. The Contractor shall ensure discharge planning begins within 30 days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor shall ensure discharge planning includes, but is not limited to:

2.2.5.1. Assessment of the individual's ability to live independently.

2.2.5.2. Input of wants and needs from the client, and guardian if applicable.

2.2.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

2.2.6. The Contractor shall work with the Department to create and enforce programmatic policies and processes approved by the Department.

2.2.7. 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:

2.2.7.1. Total number of vacant and occupied beds during the reported period.

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2.2.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

2.2.7.3. Length of stay upon discharge.

2.2.7.4. All referral source(s) and discharge locations.

2.2.7.5. Programmatic offerings.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

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Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing 6-Bed Expansion Direct
1. Total Salary/Wages	$ 124,189	$ 55,144	$ 69,045
2. Employee Benefits	$ 40,709	$ 16,543	$ 24,166
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 10,600	$ -	$ 10,600
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Household	$ 6,000	$ -	$ 6,000
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 900	$ 300	$ 600
6. Travel	$ 5,700	$ 4,500	$ 1,200
7. Occupancy	$ 8,100	$ 450	$ 7,650
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,889	$ 960	$ 929
Postage	$ 360	$ 360	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 6,500	$ 500	$ 6,000
Utilities (electricity, heat, internet, phone, cabl	$ 19,500	$ -	$ 19,500
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,300	$ 1,000	$ 300
Client Funds	$ -	$ -	$ -
Rental Payments	$ 72,000	$ -	$ 72,000
14. Admin/Indirect	$ 36,174	$ 10,015	$ 26,159
TOTAL	$ 337,621	$ 93,472	$ 244,149

Indirect As A Percent of Direct

DS
PW
Contractor Initials

5/23/2023
Date

Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing 6-Bed Expansion Direct
1. Total Salary/Wages	$ 124,189	$ 55,144	$ 69,045
2. Employee Benefits	$ 40,709	$ 16,543	$ 24,166
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 10,600	$ -	$ 10,600
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Household	$ 6,000	$ -	$ 6,000
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 900	$ 300	$ 600
6. Travel	$ 5,700	$ 4,500	$ 1,200
7. Occupancy	$ 8,100	$ 450	$ 7,650
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,889	$ 960	$ 929
Postage	$ 360	$ 360	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Miscellaneous (Contingency)	$ 6,500	$ 500	$ 6,000
Utilities (electricity, heat, internet, phone, cabl	$ 19,500	$ -	$ 19,500
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,300	$ 1,000	$ 300
Client Funds	$ -	$ -	$ -
Rental Payments	$ 72,000	$ -	$ 72,000
14. Admin/Indirect	$ 36,174	$ 10,015	$ 26,159
TOTAL	**$ 337,621**	**$ 93,472**	**$ 244,149**

Indirect As A Percent of Direct

DS
PW
Contractor Initials

5/23/2023
Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62930**

Certificate Number: **0005760788**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2022.

David M: Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Shannon Howe, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Philip Wyzik, CEO or Gigi Pratt, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/23/23

Signature of Elected Officer
Name: Shannon Howe
Title: Secretary

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura MacDonald	
Brown & Brown of New Hampshire, Inc. 309 Daniel Webster Highway Merrimack NH 03054	PHONE (A/C, No, Ext): (603) 424-9901	FAX (A/C, No): (866) 848-1223
	E-MAIL ADDRESS: Laura.MacDonald@BBrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Monadnock Family Services, Monadnock Regional Foundation for Families Inc, Monadnock Community Services Center Inc. 64 Main Street, Suite 210 Keene NH 03431	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : Technology Insurance Company, Inc.	42376
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2459944	09/01/2022	09/01/2023	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 - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2459948	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB830960	09/01/2022	09/01/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4151299	09/01/2022	09/01/2023	[X] PER STATUTE [ ] OTH-ER	3A State: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			PHPK2459944	09/01/2022	09/01/2023	Each Professional Inc. Aggregate Limit	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura MacDonald

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MONADNOCK FAMILY SERVICES

Inspiring hope since 1905

Our Mission:

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

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Financial Statements

MONADNOCK FAMILY SERVICES

FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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MONADNOCK FAMILY SERVICES

JUNE 30, 2022 AND 2021

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Monadnock Family Services

Opinion

We have audited the accompanying financial statements of Monadnock Family Services (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2022.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services as of June 30, 2022 and 2021, and its cash flows for the years then ended, and the change in its net assets for the year ended June 30, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Monadnock Family Services and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Family Services' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21 - 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services' June 30, 2021 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 14, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
December 1, 2022

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MONADNOCK FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 3,968,687	$ 2,866,873
Accounts receivable:		
Client fees	181,477	208,052
Medicaid and Medicare	277,189	188,574
Insurance	192,776	182,817
Other	594,364	193,857
Allowance for doubtful accounts	(407,085)	(399,701)
Pledges receivable, current portion	267,548	-
Prepaid expenses	107,683	179,640
Total current assets	5,182,639	3,420,112
PROPERTY		
Furniture, fixtures and equipment	394,124	394,124
Vehicles	348,863	348,863
Building and leasehold improvements	130,838	130,838
Total	873,825	873,825
Less accumulated depreciation	649,021	563,810
Property, net	224,804	310,015
OTHER ASSETS		
Interest in net assets of Foundation	1,684,137	1,969,784
Pledges receivable, less current portion shown above	225,091	-
Total other assets	1,909,228	1,969,784
Total assets	$ 7,316,671	$ 5,699,911

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 137,576	$ 75,567
Accrued salaries, wages, and related expenses	628,242	552,927
Refundable advance	513,726	205,021
Other current liabilities	132,859	126,826
Due to affiliates, net	2,751,361	1,234,605
Total liabilities	4,163,764	2,194,946
NET ASSETS		
Without donor restrictions	2,900,279	3,211,715
With donor restrictions	252,628	293,250
Total net assets	3,152,907	3,504,965
Total liabilities and net assets	$ 7,316,671	$ 5,699,911

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
CHANGES IN NET ASSETS				
Revenues				
Program service fees	$ 12,142,182	$ -	$ 12,142,182	$ 11,964,220
Other public support	1,085,027	-	1,085,027	853,586
Federal funding	343,595	-	343,595	586,345
Donations	1,995,014	-	1,995,014	332,748
United Way	11,543	-	11,543	54,219
Local/County government	178,371	-	178,371	210,747
Program sales	141,255	-	141,255	76,258
Rental income	4,998	-	4,998	2,550
Net gain (loss) on beneficial interest in Foundation	(245,025)	(40,622)	(285,647)	233,375
Other income	2,756	-	2,756	22,042
Total revenues	15,659,716	(40,622)	15,619,094	14,336,090
Expenses				
Program services				
Children & adolescents	2,871,814	-	2,871,814	2,685,039
Multi-service team	2,058,981	-	2,058,981	2,017,489
Maintenance	1,148,434	-	1,148,434	1,144,573
ACT team	1,092,172	-	1,092,172	993,797
Other non-BBH	1,045,827	-	1,045,827	876,769
Emergency services/assessment	918,934	-	918,934	908,251
Older adult services	540,375	-	540,375	560,616
Community residence	513,655	-	513,655	493,887
Intake	323,816	-	323,816	297,367
Non-eligibles	278,484	-	278,484	416,259
Vocational services	238,170	-	238,170	137,351
Supportive living	162,188	-	162,188	178,952
Restorative partial hospital	35,971	-	35,971	33,737
Community education & training	6,314	-	6,314	10,438
Supporting activities				
Administration	4,736,017	-	4,736,017	2,679,517
Total expenses	15,971,152	-	15,971,152	13,434,042
CHANGES IN NET ASSETS	(311,436)	(40,622)	(352,058)	902,048
NET ASSETS, BEGINNING OF YEAR	3,211,715	293,250	3,504,965	2,602,917
NET ASSETS, END OF YEAR	$ 2,900,279	$ 252,628	$ 3,152,907	$ 3,504,965

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
PERSONNEL COSTS						
Salaries and wages	$ 803,423	$ 1,903,301	$ 382,711	$ 214,705	$ 691,953	$ 31,261
Employee benefits	143,354	468,816	73,425	55,674	79,704	664
Payroll taxes	61,766	145,703	29,161	16,667	53,740	2,548
PROFESSIONAL FEES						
Substitute staff	7,959	9,075	-	-	2,726	-
Audit fees	2,860	8,948	1,383	1,040	2,047	148
Legal fees	941	4,747	842	73	250	79
Other professional fees	388	2,135	164	174	94	91
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	46	469	27	4	26	-
Conferences and conventions	8,136	11,572	766	184	635	-
Other staff development	946	3,618	240	98	158	13
OCCUPANCY COSTS						
Rent	68,714	150,915	22,637	21,839	49,184	28
Repairs and maintenance	263	143	59	42	378	2
Other occupancy costs	10,029	22,535	3,574	2,496	4,822	183
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,635	4,927	1,465	621	2,998	42
Building and household	2,150	3,735	596	450	861	118
Educational and training	-	1,381	-	-	-	-
Food	1	3,008	126	-	-	-
Medical supplies	3,131	997	6,031	16	2,912	2
Other consumable supplies	4,174	8,667	1,287	596	3,156	108
DEPRECIATION	875	1,931	164	211	47	-
EQUIPMENT RENTAL	3,552	7,733	567	821	-	-
EQUIPMENT MAINTENANCE	754	3,129	446	316	385	26
ADVERTISING	141	592	50	44	60	4
PRINTING	208	892	38	20	190	3
TELEPHONE	12,599	34,297	8,412	4,671	11,760	377
POSTAGE	449	1,374	175	139	156	2
TRANSPORTATION						
Staff	959	19,926	2,617	955	1,826	-
Clients	(544)	1,687	24	-	3,313	-
ASSISTANCE TO INDIVIDUALS						
Client services	1,344	7,362	-	50	-	-
INSURANCE						
Malpractice and bonding	4,316	28,300	2,005	870	3,506	124
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	2,625	8,212	1,269	955	1,879	136
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	240	1,687	114	85	168	12
TOTAL FUNCTIONAL EXPENSES	$ 1,148,434	$ 2,871,814	$ 540,375	$ 323,816	$ 918,934	$ 35,971

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	$ 154,953	$ 91,449	$ 1,327,211	$ 617,474	$ 361,465	$ 7,090
Employee benefits	22,408	11,932	299,008	63,157	65,031	1,749
Payroll taxes	12,084	7,172	100,794	45,793	28,206	544
PROFESSIONAL FEES						
Substitute staff	583	-	13,841	19	416	150,924
Audit fees	341	475	5,082	2,610	1,416	29
Legal fees	125	160	2,469	1,470	698	600
Other professional fees	43	205	616	260	33	27
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	5	2	103	61	324	-
Conferences and conventions	2,235	715	7,272	1,624	1,599	1
Other staff development	47	81	1,767	639	279	141
OCCUPANCY COSTS						
Rent	35,209	13,234	173,729	80,568	7,368	313
Repairs and maintenance	164	66	950	912	1,105	-
Other occupancy costs	1,411	1,074	11,706	15,151	400	64
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,169	1,382	8,051	1,740	1,765	45
Building and household	235	792	2,626	19,429	6,822	9
Educational and training	-	-	-	-	-	-
Food	9	-	193	69	23,560	-
Medical supplies	622	6	9,386	522	748	-
Other consumable supplies	500	688	9,072	2,818	1,714	404
DEPRECIATION	6	118	1,012	78	2	1
EQUIPMENT RENTAL	-	472	3,891	-	-	-
EQUIPMENT MAINTENANCE	65	88	1,016	827	446	6
ADVERTISING	10	22	211	76	41	1
PRINTING	42	46	467	93	43	16
TELEPHONE	2,394	2,425	30,685	17,468	4,045	148
POSTAGE	20	119	711	306	59	21
TRANSPORTATION						
Staff	1,460	928	11,807	8,267	488	-
Clients	20	37	1,310	983	120	-
ASSISTANCE TO INDIVIDUALS						
Client services	-	143,922	18,747	8,187	1,175	-
INSURANCE						
Malpractice and bonding	669	398	10,046	2,195	1,459	24
Vehicles	-	-	-	-	1,401	-
Comprehensive property and liability	313	437	4,664	2,395	1,300	27
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	28	39	538	196,981	127	4
TOTAL FUNCTIONAL EXPENSES	$ 238,170	$ 278,484	$ 2,058,981	$ 1,092,172	$ 513,655	$ 162,188

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2022 Totals	2021 Totals
PERSONNEL COSTS						
Salaries and wages	$ 3,967	$ 597,557	$ 7,188,520	$ 1,013,570	$ 8,202,090	$ 7,555,451
Employee benefits	245	88,037	1,373,204	234,711	1,607,915	1,772,279
Payroll taxes	346	46,811	551,335	76,800	628,135	573,749
PROFESSIONAL FEES						
Substitute staff	-	-	185,543	-	185,543	175,814
Audit fees	87	2,184	28,650	4,225	32,875	33,700
Legal fees	-	529	12,983	9,398	22,381	7,870
Other professional fees	-	12,482	16,712	139,387	156,099	161,092
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	610	1,677	504	2,181	2,377
Conferences and conventions	-	326	35,065	20	35,085	13,854
Other staff development	182	1,263	9,472	1,000	10,472	14,999
OCCUPANCY COSTS						
Rent	1	105,367	729,106	89,741	818,847	715,250
Repairs and maintenance	1	663	4,748	32	4,780	20,379
Other occupancy costs	190	4,668	78,303	28,450	106,753	84,372
CONSUMABLE SUPPLIES						
Office supplies and equipment	11	5,374	33,225	9,453	42,678	24,191
Building and household	20	5,957	43,800	1,042	44,842	24,221
Educational and training	247	-	1,628	-	1,628	500
Food	-	20,011	46,977	147	47,124	23,434
Medical supplies	1	728	25,102	488	25,590	7,730
Other consumable supplies	37	8,509	41,730	53,471	95,201	74,726
DEPRECIATION	-	44,206	48,651	36,560	85,211	65,266
EQUIPMENT RENTAL	-	-	17,036	1,934	18,970	20,733
EQUIPMENT MAINTENANCE	17	2,625	10,146	27,383	37,529	33,524
ADVERTISING	2	16,994	18,248	9,571	27,819	13,040
PRINTING	1	13,354	15,413	895	16,308	5,650
TELEPHONE	10	8,840	138,131	19,075	157,206	164,796
POSTAGE	-	2,723	6,254	10,452	16,706	18,095
TRANSPORTATION						
Staff	-	1,005	50,238	2,172	52,410	38,589
Clients	-	26,473	33,423	1,377	34,800	35,522
ASSISTANCE TO INDIVIDUALS						
Client services	-	2,385	183,172	-	183,172	328,200
INSURANCE						
Malpractice and bonding	73	1,827	55,812	1,963	57,775	41,722
Vehicles	-	4,202	5,603	-	5,603	5,523
Comprehensive property and liability	80	2,485	26,777	2,270	29,047	45,468
MEMBERSHIP DUES	789	300	1,089	2,510	3,599	3,389
INTEREST EXPENSE	-	-	-	95	95	71
CONTRIBUTION EXPENSE	-	-	-	2,866,081	2,866,081	1,300,000
OTHER	7	17,332	217,362	91,240	308,602	28,466
TOTAL FUNCTIONAL EXPENSES	$ 6,314	$ 1,045,827	$ 11,235,135	$ 4,736,017	$ 15,971,152	$ 13,434,042

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (352,058)	$ 902,048
Adjustments to reconcile change in net assets		
to net cash from operating activities:		
Depreciation	85,211	65,266
Change in allowance for doubtful accounts	7,384	19,144
(Gain) loss on beneficial interest in Foundation	285,647	(233,375)
(Increase) decrease in assets:		
Accounts receivable	(472,506)	436,777
Prepaid expenses	71,957	(104,513)
Pledges receivable	(492,639)	-
Increase (decrease) in liabilities:		
Accounts payable	62,009	(157,373)
Accrued salaries, wages and related expenses	75,315	18,687
Refundable advance	308,705	(110,343)
Other current liabilities	6,033	20,113
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(414,942)	856,431
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	1,516,756	580,739
Property and equipment additions	-	(175,268)
NET CASH PROVIDED BY INVESTING ACTIVITIES	1,516,756	405,471
NET INCREASE IN CASH AND CASH EQUIVALENTS	1,101,814	1,261,902
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	2,866,873	1,604,971
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 3,968,687	$ 2,866,873
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 95	$ 71

See Notes to Financial Statements

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1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

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Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 6.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was $85,211 and $65,266 for the years ended June 30, 2022 and 2021, respectively.

Accrued Earned Time

At June 30, 2022 and 2021 the Organization has accrued a liability for future compensated leave time in the amount of $323,594 and $323,594, respectively, that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606).* This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

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The Organization records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2022 and 2021:

Mental Health Services – The Organization provides a variety of mental health services to its patients. All mental health services revenue recognized upon completion of the service provided.

Contract Balances
Contract balances as a result of contracts and transactions with customers primarily consist of receivables included in accounts receivable in the Organization's statements of financial position. The Organization's receivables from transactions with customers amounted to $285,028 and $236,958 for the years ended June 30, 2022 and 2021, respectively.

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third-party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Contributions
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

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Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

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Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 5).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

New Accounting Pronouncement

As of July 1, 2021, the Organization adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), as amended. ASU 2020-07 applied to the presentation and disclosure of nonfinancial assets received by not-for-profit organizations and increases transparency of such contributions. Results for reporting the years June 30, 2022 and 2021 are presented under FASB ASC Topic 958. The ASU has been applied retrospectively to all periods presented, with no material effect on previously issued financial statements.

Other Events

The Organization's activities could be impacted should the disruptions from the novel coronavirus (COVID-19) lead to changes in consumer behavior. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

During the year ended June 30, 2021, the Managed Care Organizations that Monadnock Family Services contracts with to provide services, had forgiven their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional $532,000 for the year ended June 30, 2021 in revenue. If these requirements were not relaxed, the Organization would have recorded this amount as a refundable advance liability at June 30, 2021, and would have been required to be returned to the Managed Care Organizations.

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During the year ended June 30, 2022, the Managed Care Organizations that Monadnock Family Services contracts with to provide services, had forgiven 50% of their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional $215,000 for the year ended June 30, 2022 in revenue. If these requirements were not relaxed, the Organization would have recorded this amount as a refundable advance liability at June 30, 2022, and would have been required to be returned to the Managed Care Organizations.

3. LIQUIDITY AND AVAILIBILITY

The following represents the Organization's financial assets as of June 30, 2022 and 2021:

	2022	2021
Cash and cash equivalents	$ 3,968,687	$ 2,866,873
Accounts receivable, net	838,721	373,599
Pledges receivable, net	492,639	-
Beneficial interest in Foundation	1,684,137	1,969,784
Total financial assets	$ 6,984,184	$ 5,210,256
Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 252,628	$ 293,250
Long-term pledges receivable, net	225,091	-
Beneficial interest in Foundation	1,684,137	1,969,784
Amounts not available within one year	2,161,856	2,263,034
Financial assets available to meet general expenditures over the next twelve months	$ 4,822,328	$ 2,947,222

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately $1.70 million and $1.65 million for the years ended June 30, 2022 and 2021, respectively). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

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4. PLEDGES RECEIVABLE

Pledges receivable as of June 30, 2022 and 2021 consisted of the following:

	2022	2021
Due in less than one year	$ 267,548	$ -
Due in one to five years	232,369	-
Gross pledges receivable	499,917	-
Less:		
Discount to present value	7,278	-
Pledges receivable, net	$ 492,639	$ -

Pledges receivable expected to be collected in longer than one year are discounted using the rate of return on the five year U.S. Treasury Note of 3.10% as of June 30, 2022.

5. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others.* The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was $1,774,682 and $2,025,549 at June 30, 2022 and 2021, respectively. The cost basis of the Foundation's assets was $1,950,228 and $1,690,006 at June 30, 2022 and 2021, respectively.

6. DEMAND NOTE PAYABLE

Demand note payable with a bank, subject to bank renewal on June 30, 2023. The maximum amount available at June 30, 2022 and 2021 was $250,000. At June 30, 2022 and 2021 the interest rate was stated at 5.50% and 4.00%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2022 and 2021.

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7. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2022 and 2021:

	2022	2021
Special Purpose Restrictions:		
Beneficial interest in Foundation	$ 171,414	$ 212,036
Restricted in Perpetuity:		
Beneficial interest in Foundation	81,214	81,214
Total net assets with donor restrictions	$ 252,628	$ 293,250

8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2022 and 2021 were $65,326 and $183,591, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2022 and 2021 approximately 71% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 19% and 28% of the total accounts receivable balances at June 30, 2022 and 2021, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 6.

10. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from month-to-month to 60 months. Rent expense under these agreements aggregated $837,818 and $735,981 for the years ended June 30, 2022 and 2021, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ending June 30	Amount
2023	$ 69,144
2024	69,144
2025	69,144
2026	69,144
2027	63,382
Total	$ 339,958

See Note 11 for information regarding a lease agreement with a related party.

11. RELATED PARTY TRANSACTIONS

Monadnock Family Services is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party	Function
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services

Monadnock Family Services has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to/from Affiliate

At June 30, 2022 and 2021, the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of $2,841,906 and $1,290,370, respectively.

At June 30, 2022 and 2021, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of $ 90,545 and $55,765, respectively.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $789,608 and $696,329 for the years ended June 30, 2022 and 2021, respectively.

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Contributions

During the year ended the June 30, 2022 and 2021, the Organization made contributions to Monadnock Community Service Center, Inc. in the amount of $2,866,081 and $1,300,000, respectively.

During the year ended the June 30, 2022 and 2021, the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amounts of $75,893 and $12,369, respectively. The contributions consisted of financial securities.

Distributions

Monadnock Regional Foundation for Family Services, Inc. can elect to distribute (on an annual basis) a percentage of its investment account (based upon a 24-month rolling average of the investment value) to Monadnock Family Services. The Foundation distributed $73,379 and $12,403 during the years ended June 30, 2022 and 2021, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated $141,255 and $76,258 for the years ended June 30, 2022 and 2021, respectively.

Guarantee

One of the Organization's demand note payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes and tax-exempt bonds payable of Monadnock Community Service Center, Inc.

12. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2022.

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13. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at June 30, 2022 and 2021. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2022 and 2021, cash balances in excess of FDIC coverage aggregated $3,238,922 and $2,112,167, respectively.

14. CAPITAL CAMPAIGN

During the year ended June 30, 2022, the Organization launched a capital campaign. The Organization's goal was to purchase a larger facility in Keene, NH with a fundraising target of $1,000,000. As of June 30, 2022, the campaign had received pledges and one-time gifts of more than $1,500,000. The capital campaign was completed during the year ended June 30, 2022.

15. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 1, 2022 the date when the June 30, 2022 financial statements were available for issuance.

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SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
Program fees:						
Net client fees	$ 13,714	$ 37,781	$ 10,049	$ 4,241	$ 22,215	$ 100
Medicaid	636,861	4,629,170	689,791	33,482	233,129	48,303
Medicare	174,969	3,288	2,815	406	17,677	-
Other insurance	180,228	175,021	2,177	9,128	30,078	13,208
Other program fees	-	120	-	-	-	-
Program sales:						
Service and production	-	150	-	-	-	-
Public support:						
United Way	-	11,543	-	-	-	-
Local/county government	(16,692)	69,612	-	126,781	(2,500)	-
Donations	150	1,650	-	-	400	-
Other public support	13,664	(7,301)	4,480	-	12,746	-
Div. for Children, Youth & Families	-	922	-	-	-	-
DHHS - State	250	4,735	-	-	128,421	-
Federal funding:						
Other federal grants	127,793	47,178	-	-	-	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	(262)	(213)	-	-	(6)	-
TOTAL FUNCTIONAL REVENUES	$ 1,130,675	$ 4,973,656	$ 709,312	$ 174,038	$ 475,460	$ 61,611

MONADNOCK FAMILY SERVICES Continued

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
Program fees:						
Net client fees	$ 242	$ 708	$ 4,483	$ 6,961	$ 943	$ 1,194
Medicaid	85,753	7,129	2,981,067	381,644	797,768	389,546
Medicare	2,358	838	32,525	17,790	1,448	-
Other insurance	2,069	3,443	53,546	14,809	1,476	-
Other program fees	-	-	670	-	37,518	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	-	-	-	-	-
Local/county government	-	-	-	1,170	-	-
Donations	-	-	14,170	-	-	-
Other public support	2,727	280,678	142,776	227,284	1,946	-
Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	-	-	(211)	247,098	-	-
Federal funding:						
Other federal grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	2,448	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	(4)	1	(53)	-	(3)	-
TOTAL FUNCTIONAL REVENUES	$ 93,145	$ 292,797	$ 3,228,973	$ 899,204	$ 841,096	$ 390,740

MONADNOCK FAMILY SERVICES

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2022
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2022 Totals	2021 Totals
Program fees:						
Net client fees	$ -	$ 107,438	$ 210,069	$ -	$ 210,069	$ 174,117
Medicaid	-	139,125	11,052,768	-	11,052,768	10,925,673
Medicare	-	-	254,114	-	254,114	311,213
Other insurance	-	91,105	576,288	-	576,288	511,782
Other program fees	10,635	-	48,943	-	48,943	41,435
Program sales:						
Service and production	-	-	150	141,105	141,255	76,258
Public support:						
United Way	-	-	11,543	-	11,543	54,219
Local/county government	-	-	178,371	-	178,371	210,747
Donations	-	459,311	475,681	1,519,333	1,995,014	332,748
Other public support	-	-	679,000	-	679,000	495,996
Div. for Children, Youth & Families	-	-	922	-	922	-
DHHS - State	-	8,599	388,892	16,213	405,105	357,590
Federal funding:						
Other federal grants	-	92,584	267,555	42,740	310,295	550,893
PATH	-	-	33,300	-	33,300	40,110
DHHS - Federal	-	-	-	-	-	(4,658)
Rental income	-	2,550	4,998	-	4,998	2,550
Net gain on beneficial interest in Foundation	-	-	-	(285,647)	(285,647)	233,375
Other	-	-	(540)	3,296	2,756	22,042
TOTAL FUNCTIONAL REVENUES	$ 10,635	$ 900,712	$14,182,054	$ 1,437,040	$15,619,094	$14,336,090

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MONADNOCK FAMILY SERVICES
BOARD OF DIRECTORS
TERMS

CHAIR **Brian Donovan**	2ND TERM FY 2020-2023 1ST TERM FY2017-2020	**Glenn Galloway**	1st TERM FY2021-2024
VICE CHAIR **Alfred John Santos**	2nd TERM FY 2021-2024 1ST TERM FY 2018-2021 2nd time on BOD	**Julie Green**	2ND TERM FY2021-2024 1ST TERM FY 2018-2021
TREASURER **John Round**	3rd TERM FY 2021-2022 2nd TERM FY 2018-2021 1ST TERM FY 2015-2018	**Christine Houston**	2nd TERM FY 2021-2024 1ST TERM FY 2018-2021
		Karen Johnson	1st TERM FY2022-2025
ASST SECRETARY **Sharman Howe**	2ND TERM FY 2021-2024 1ST TERM FY 2018-2021	**Bill Nickey**	1st TERM 2021 - 2024
Laurie Appel	2nd TERM FY 2022-2024 1ST TERM FY 2019-2022	**Andrew Parsley**	1st TERM FY 2021 - 2024
Reba Clough	1st TERM FY 2020-2023	**Joe Schapiro**	1st TERM FY 2020-2023
Lisa Foote	1st TERM FY2022-2025	**Chris Sprague**	1st TERM FY 2022-2025

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Jessica Howard

Education: Master's Degree in Human Service from New England College. Bachelor's degree from Keene State College in psychology and Associate degree is chemical Dependency. Also, I have an Associate degree in General Studies from New Hampshire Community Technical College. My internship was with Cheshire County Alternative Sentencing Program. I am also trained in E-IMR, Solution Focused Treatment, CPI, CPR, and CTI.

Additional info: Former Secretary of Board at Cheshire County Federal Credit Union, Former co-chair for the Parents Association as Surry Village Charter School. Seven years of organizing and supervising a volunteer manned water station for the Demar Marathon. Recipient of Elm City Rotary Unsung Hero Scholarship 2018. Hoffman Award winner at MFS. Coordinate and organize Toys for Tots for MFS and Christmas for Teens donations. Current Town of Surry Moderator.

Work History:

- Monadnock Family Services, Keene NH 03431, 2013 to present
  - Director of Community Supports Programs and Operation, Adult Services
  - My titles throughout my time at MFS have been Mental health worker in ACT, Community resource manager in ACT, adult case manager, CM team leader, associate program director, and CSP Director. Some of my collaborations have included working with DCYF, DHHS, Social Security, Cheshire County House of Corrections, Keene Housing, MPS, Keene alternative sentencing, NH Hospital, Toys for Tots, State of NH, DHHS-trainers and program implementation teams and various other programs I have brought to provide admin trainings to the whole agency.
  - Currently, I supervise 8 community-based departments. I provide supervision and additional support, problem solving and professional development on a consistent basis for those management staff and their teams as needed.
  - I have helped create and implement the TCM incentive program which helped improve our MOE with Medicaid companies as well as improved employee satisfaction. I worked within the agency to advocate to decrease unprocessed events and therefore improving revenue. As well as helped with documentation changes to reduce burden to staff. I am also part of the team to move ahead with making billing/payment practices more consistent to decrease outstanding client bills.
  - Implementation of multiple new programs throughout the agency including Washington Wellness, CTI, CWIC, Copilot (now disbanded), and Housing Bridge Subsidy Program. I am now working to expand and move RPH (day treatment program) to Keene in the new year. I also work within grant requirements to maintain all grant based programs and compliance.

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  - I work with the development office to create programs to aid our clients. This includes Christmas for Teens, Food for Families who cook, food drives and clothing drives. This includes fundraising and coordination with community partners to facilitate this need being met.
  - In my NHH liaison role (now back up) and supervision of current liaison. I complete all CD extension and work with our attorney to have these legal processes completed in the appropriate time frame. I also attend all NHH liaison collaborative meetings and regularly coordinate with all NHH social workers to work on discharge planning for our clients.
  - I am the point person for DHHS and state of New Hampshire for the agency within my CSP role. This includes planning and organizing trainings, being the point person for other CSPs throughout the state. I also work with various state programs for implementation of grant-based programs including WW, HBSP, and CTI.
  - Supporting with implementation of Solution Focused Care model within all community-based programming and throughout the agency.

- Brattleboro Retreat, 2010 to 2013
  - Medical Records Associate and Mental Health Professional
  - My duties included scanning and processing medical charts. I also worked with outside agencies to linked them we needed information. I also worked directly with inpatient mental health patients assisting with skill building and safety management.

- Keene Metro Treatment Center 2009 to 2010
  - Substance abuse counselor
  - My duties included meeting with client for support with skill building and encouraging sobriety. I was also responsible for chart management and organization as well as care coordination.

- Cheshire County Alternative Sentencing Program 2009 to 2011
  - Substance abuse counselor
    - My duties included meeting with clients who were pretrial to work on skill building and sobriety. I was also responsible for chart management and attending court dates and coordinating with judges and lawyers.

References:

1. Eileen Fernandes 603-499-5881 former supervisor

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2. Katherine Cook [redacted] former supervisor
3. Julie Chapin-Cordima [redacted] coworker and current supervisee
4. Jolymn Paulsen [redacted] current supervisee
5. Danielle Vanaria [redacted] personal reference known for 20+ years
6. Christine "Nikki" Goodwin [redacted] Personal reference and current MFS employee

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James Scott

QUALIFICATIONS

• Dedicated and self-motivated individual with experience in retail customer services. • Proven record of achievement by streamlining operational efficiencies and generating long time customer relationships.
• Strong communication, organization and time management skills. Work well both independently and as a contributing member of a team.
• Ability to follow client's ISP and behavioral support plan in all circumstances. • Provide emotional and mental support to client.
• Extensive experience with behavioral disabilities.
• Proficient in basic Sign Language
• Skilled in crisis management and de-escalating situations
• Supervising a small team of employees
•

Work Experience

Housing Bridge Specialist

Monadnock Family Services- Keene NH
December 2022 to Present

- Assist clients who are not currently connect to the CMHC, with completing HBSP applications.
- Complete Background checks for all individuals applying for HBSP and 811
- Assist clients in understanding the HBSP program
- Work with clients support teams to assess the client's immediate temporary housing and mental needs.
- Assisting the client in meeting any housing needs.
- Complete needed documentation as needed to keep client in compliance with HBSP regulations

Program Manager

Monadnock Developmental Services - Keene, NH
September 2017 to December 2022

• Supervise multiple small teams of employees who assist the client in their day to day lives • Ensure all medication documentation is correct and completed
• Ensure each home complies with all state regulations
• Provide emergency support if necessary by being on call during company off hours and weekends • Ensure all employees payroll is correct and submitted in a timely manner
• Create a monthly schedule for the employees in each home
• Ensure all client medical needs are met
• Order monthly medical supplies as needed
• Provide direct support when needed
• Support clients physically, emotionally during their day to day lives

Community Living Instructor

Crotched Mountain Rehabilitation Center - Greenfield, NH

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August 2015 to September 2017

· Assist clients in their day to day lives while supporting them emotionally and mentally. · Provide clients with the necessary life skills needed in order to function as a contributing member of society.
· Provide clients the necessary skills in order to live independently with very little or no supervision. · Pass clients their daily medication utilizing proper procedure insuring accuracy. · Provide support as a job coach while client is at their job ensuring their success.
· Schedule medical appointments and ensure the trip is successful and the proper paperwork is filed and sent to the proper individuals.

Residential Counselor

Becket Family of Services - Winchendon, MA
May 2014 to August 2015

· Assist clients in their day to day lives while supporting them emotionally and mentally. · Provide clients with the necessary life skills needed in order to function as a contributing member of society.
· Provide clients the necessary skills in order to live independently with very little or no supervision. · Pass clients their daily medication utilizing proper procedure insuring accuracy. · Perform medication audits to ensure procedures are followed correctly and accurately. · Provide support as a job coach while client is at their job ensuring their success. · Certified through Red Cross to perform CPR and First Aid.

Cashier/ Electronics/Toys Sales Associate

EMPOLYMENT HISTORY_____ _____ -
Keene, NH April 2009 to May 2014

· Greet customers and ascertain what each customer wants or needs.
· Ticket, arrange and display merchandise to promote sales.
· Describe merchandise and explain use, operation, and care of merchandise to customers. · Inventory stock and requisition new stock.
· Answer questions regarding the store and its merchandise.
· Compute sales prices, total purchases and receive and process cash or credit payment. · Recommend, select, and help locate or obtain merchandise based on customer needs and desires.

Keene, NH

Education

River Valley Community College - Keene, NH
September 2013 to 2016

Diploma

Keene High School - Keene, NH
August 2008 to June 2012

Skills

- Microsoft Office(Word, PowerPoint)
- Windows
- HTML
- Internet Explorer

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- Modzilla Firefox
- Safari
- Social Networking.
- American Sign Language •

Crisis Management • Program Management • Medical Scheduling • Documentation review • Customer service

- Management

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RAYMOND J. LAGASSE

EDUCATION

Southern New Hampshire University
MS matriculated 2025
BA 2019
Granite State College
AS Behavioral Science, 2014

Fall Mountain Regional High School
Graduated 2000

PROFESSIONAL EXPERIENCE

Monadnock Family Services – Keene, NH
Position: Residential Services Manager
August 2016 – Present

- Coordinate with management, Nurses, and Physicians to ensure continuity of care for clients including meeting established goals and implementing strategies for transition into community setting. Provide supervision of resident's habilitation programs, structures therapeutic milieu within the residence. Providing case management, facilitates community integration and participates in the provision of crisis care to residents with persistent and severe mental illness.

Monadnock Development Services – Keene, NH
Position: Home Provider
June 2013- 2017

- Provide in-home residence for client including administering medication; scheduling and brining client to appointments; coordinating care with nursing staff and Program Managers as well as day staff. Ensure client goals are being met.

Position: Lead Staff
June 2008 – June 2013

- Coordinated care for clients with cognitive disabilities. Responsibilities included medication administration; documentation of care; coordinated healthcare through designated providers. Worked in conjunction with Program Manager to ensure best practice care for clients.

Residential Resources, Incorporated – Keene, NH
Position: Direct Support – Part Time
October 2013 – July 2014

- Ensure clients meeting daily goals; coordinate appointments, complete paperwork as required.

References: Available upon request

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Chelsea Ordway

Profile

Mental Health Psychology graduate student with experience working with children ages 5-18. And adults 19+ since 2013. Ability to work with clients one on one, in small groups, and or in large groups. Have experience working with children and adults who have behavioral troubles and mild to severe mental illnesses. Experience with leadership and community engagement. Creative problem solver with all ages.

Education

Mental Health Psychology degree — **Graduated 5/11/2019**
Child Welfare and Family Studies Minor — **3.3 GPA Honors Cum Laude**
Plymouth State University, Plymouth, NH

Skills & Proficiencies

- Public Notary — **August 2020**
- Computer literate
- Proficient in computer expertise- Microsoft and Google docs.
- Proficient in conflict and resolution.
- Proficient in creating safety plans and discharge planning.
- Proficient in running groups for a clinical mental health center.
- Team building- strong team leader and works well with peers and colleagues.
- Experience working with youth especially SED youth. (Serious Emotional Disturbance)
- Experience working with adults who are experiencing mental illness and are diagnosed SMI or SPMI (Severe Mental Illness, Severe and Severe Persistent Mental Illness)
- Experience in using PPE and how to use it properly.
- Communication-Able to develop productive relationships with colleagues, staff and clients at all levels.
- CPI trained and certified — **June 2019**
- CPR certified — **April 2022**

Relevant Experience

Work: Monadnock Family Services — **September 1st 2022-Current**
Resource Coordinator/ Adult Case Manager/ Assistant Team Leader
Full time 35 hours Monday- Friday

- Carry the Psych with Support case load around 45 clients.
- Organization for the new role and other projects.
- Client care and coordination.
- Provide resources to clients and assist with connecting them to resources.
- Run group at Washington Wellness (6 bed transitional program). This group is used to teach tenancy skills including but not limited to budgeting, housing search, landlord coordination, house maintenance, ALD (Activities of Daily Living) encouragement and cooking safety/ basics.
- Run a drop-in resource group open to clients and MFS employees.
- Proficient in keeping up to date with all paperwork including notes and client annual paperwork.
- Keep all medical records document up to date within given timelines. This includes FSS notes, TCM notes, ISPs, quarterlies, eligibilities, releases, and consents to treatment, ANSA assessments and any other documents required by the agency
- Proficient in working within EMR portal.
- Maintain a flexible working environment.

- Liaison for other departments regarding community resources.
- Provide short term services to clients who do not have case management.
- Experience in maintaining security and confidentiality of client's information.
- Maintain adult team meetings.
- Supervise recovery assistants and acute care case manager.

Work: Monadnock Family Services **May 5th 2020- September 1st 2022**
Bridge Subsidy Housing Specialist
Full time 35 hours Monday-Friday

- Connect clients to safe and affordable housing in the community of their choosing.
- Connect clients to resources like food, furniture, utilities assistance and may be helpful for client's specific needs.
- Schedule, coordinate and facilitate housing opportunities.
    - Provide outside research to individuals and landlords to market the Permanent Supportive Housing Programs.
- Practice problem solving and crisis intervention with clients.
- Perform data collection weekly, monthly and yearly.
- Assist clients with household set-up, housekeeping, budgeting, house rules and following leases and other housing-related tasks.
- Support clients with completing housing applications for various rental companies and NHHFA in person and over the phone.
- Provide client support in speaking with landlords and other community members or advocating on their behalf when a client is unable to speak for themselves.
- Provide housing advocacy for all clients.
- Experience in teaching adults life skills to adequately take care of themselves and their apartments.
- Experience in maintaining security and confidentiality of client's information.
- Provide support to client and landlords during conflict.

MFS involvement: DEI (Diversity, Equity and Inclusion) Group. Meeting once a month to discuss DEI and how to implement these values and ideas into our work community.

Volunteer: Greater Keene Homeless Coalition **February 2020- Current**

Meetings are held monthly from 1:30pm-3:30pm to go over data and resources for the homeless or in danger of becoming homeless community members.

Volunteer: Greater Keene Rotaract Club **October 2022- Current**

This group meets 2-3 monthly to create and carry out service for Greater Keene community.

Work: Brattleboro Retreat VT **June 24th 2019- April 8th 2020**
Intensive youth unit: Mental Health Worker
Full time 32 hours
Worked as an essential worker during the COVID 19 pandemic.

- Practice spatial awareness.
- Encourage Dialectical Behavioral Therapy with patients.
- Proficient in deescalating distressed patients.
- Plan activities for the day. This includes making a daily schedule and completing tasks on time.
- Making sure my patient's needs are met. This includes making sure they are keeping up with hygiene, eating and practicing safe coping skills.
- Proficient in taking vital signs for patients. This includes blood pressure, temperature and heart rate.

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- Experience with teaching life skills to youth. In this field as a mental health worker I mainly teach the patients healthy coping skills to succeed successfully in emotion regulation after treatment and practice those coping skills with them daily. I also give advice about how to live outside a hospital setting.
- Encourage the youth to keep up on hygiene.
- Proficient in running meetings and groups with youth.
- This job also required me to be a strong team player. Working alongside my coworkers and having the same vision was extremely important.
- Provided a structured milieu.

Internship: New Hampshire Hospital. Concord NH
Adult unit: 110 hours **January 30th 2019- May 6th 2019**

- Shadowed a Psychiatric Social Worker and performed some PSW tasks.
- Proficient in writing safety plans and discharge plans and discussing them with client.
- Familiar with psychosocial paperwork.
- Fulfilled patient needs. This includes getting the patient back into the community setting. Finding them housing, connect them with mental health providers to work with. Finding them the resources they need.
- Collaborate with clients on additional support services.

Work: Becket house in Warren NH **July 25th- August 8th 2018**
Full time 40 hours a week.

- Experience in one on one supervision.
- Organized programing for the student and motivated them to get involved in activities.
- Fulfilled student's needs which included getting them to school, making food, cleaning, encouraging the youth to clean their living quarters.
- Provided crisis intervention. This included walking through stressful times with the students and helping them resolve issues with each other in a clam manner. Being an ear for them to talk to. And also recognizing the signs of a crisis or when one might begin.
- Within this job I also taught and reinforced life skills. These skills included emotion regulation, hygiene, sometimes about food and healthy eating and water intake. How to clean their rooms, bathrooms and living areas was also taught.
- Proficient in room searchers and cleaned rooms.
- Familiar with computer programing and daily progress notes.

Internship: Becket house in Plymouth NH **Summer of 2018**

- Shadowed a residential staff member. Helped with supervision.
- Fulfilled student needs, which included getting the students to school on time, feeding them, getting the students to follow a schedule that was previously made.
- Provided a safe space for the students if they needed to talk.

Last updated 2/13/2023

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Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jessica Howard	Community Support Director	7,703
James Scott	Bridge Housing Specialist	36,163
Raymond Lagasse	Housing Manager	29,199
Chelsea Ordway	Case Mgr – Assist Team Leader	4,633

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$640,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,856		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,609,155	$11,775,275	$16,284,430	$4,3 49,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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

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2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
			Sub-total	$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

Total Family Support Services	*$4,509,155*	*$4,349,228*	*$8,858,383*

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575

Grand Total	*$16,284,430*	*$8,835,528*	*$25,119,958*

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 Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $16,895,566

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

12/20/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Monadnock Family Services

12/20/2021
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/20/2021
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

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.

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.

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.

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.

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.

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.

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.

Exhibit A

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.

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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

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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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.

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

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 contract effective date.

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.

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Exhibit B-3 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 8-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 61,043	$ 55,144	$ 5,899
2. Employee Benefits	$ 18,313	$ 16,543	$ 1,770
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel	$ 4,500	$ 4,500	$ -
7. Occupancy	$ 450	$ 450	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 960	$ 960	$ -
Postage	$ 360	$ 360	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Utilities and unit cleaning	$ 10,207		$ 10,207
14. Admin/Indirect	$ 15,060	$ 10,015	$ 5,046
15. Fit Up One Time Expenses	$ 216,750		$ 216,750
TOTAL	$ 333,143	$ 93,472	$ 239,671

Indirect As A Percent of Direct

Contractor Initials: PD

Date: 12/29/2021

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Exhibit B-4 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 6-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 66,941	$ 55,144	$ 11,797
2. Employee Benefits	$ 20,083	$ 16,543	$ 3,540
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 300	$ 300	$ -
6. Travel	$ 4,500	$ 4,500	$ -
7. Occupancy	$ 20,820	$ 450	$ 20,370
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 960	$ 960	$ -
Postage	$ 360	$ 360	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 900	$ 900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 600	$ 600	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 750	$ 750	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,045	$ 1,000	$ 45
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
14. Admin/Indirect	$ 20,108	$ 10,015	$ 10,091
TOTAL	$ 139,315	$ 93,472	$ 45,843

Indirect As A Percent of Direct

Contractor Initials PW

Date 12/20/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 18, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by $6,285,780 from $9,998,650 to $16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation *(without shared portion)*	Current Shared Price Limitation	Current Individual Vendor Price Limitation *(includes shared portion)*	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation *(includes shared portion)*
Northern Human Services	$161,533	Total Current Shared Price Limitation $7,288,975	$ 7,450,508	$ 93,472	Total shared Price Limitation $ 4,486,300	$12,030,280
West Central Services, Inc. (d/b/a West Central)	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	$506,655		$ 7,795,630	$ 438,594		$12,720,524
Riverbend Community Mental Health Center, Inc.	$408,605		$ 7,697,580	$ 266,477		$12,450,357
Monadnock Family Services	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Community Council of Nashua, N.H.	$416,612		$ 7,705,587	$ 267,100		$12,458,987

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 r upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/16/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Monadnock Family Services

6/16/2021
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/16/2021
Date

DocuSigned by:
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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
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
[redacted]	[redacted]		[redacted]						[redacted]
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472

Indirect As A Percent of Direct 0.0%

Contractor Initials PD
Date 6/16/2021

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13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,628		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Devetopmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 64 Main St. 2nd floor, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs; and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services as provided under section 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Govemor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10/16/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Monadnock Family Services

10/15/2020
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/29/2020
Date

DocuSigned by:
[signature]
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: E4976CE1-84EC-475C-AC9A-B6BF8E35ED58

DocuSign Envelope ID: DFE2A37E-DDAB-497B-BE64-2019292E9384

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Manadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

Contractor Initials PW

Date 10/15/2020

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14 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL 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

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Philip A Wyzik		1.12 Name and Title of Contractor Signatory PHILIP WYZIK CEO	

1.13 Acknowledgement: State of NH, County of Cheshire

On July 25, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Gigi Batchelder

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

GIGI A. BATCHELDER, Notary Public
My Commission Expires May 1, 2024

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials PW
Date 1-25-19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 1.25.19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RCW

Date 7-25-19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300.

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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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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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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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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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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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

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 costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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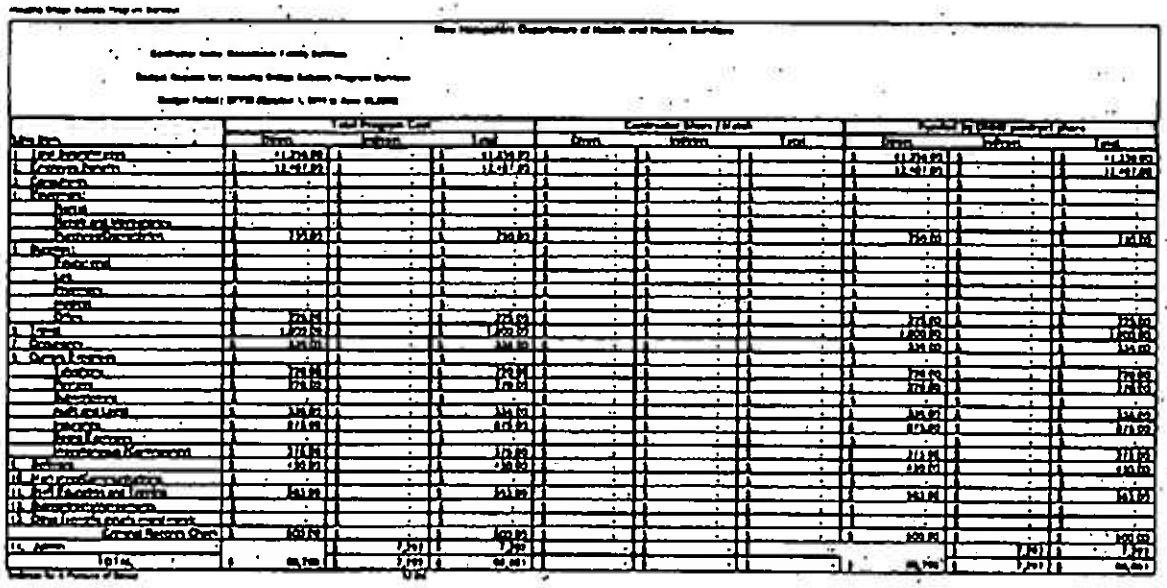
EXHIBIT B-1 Budget



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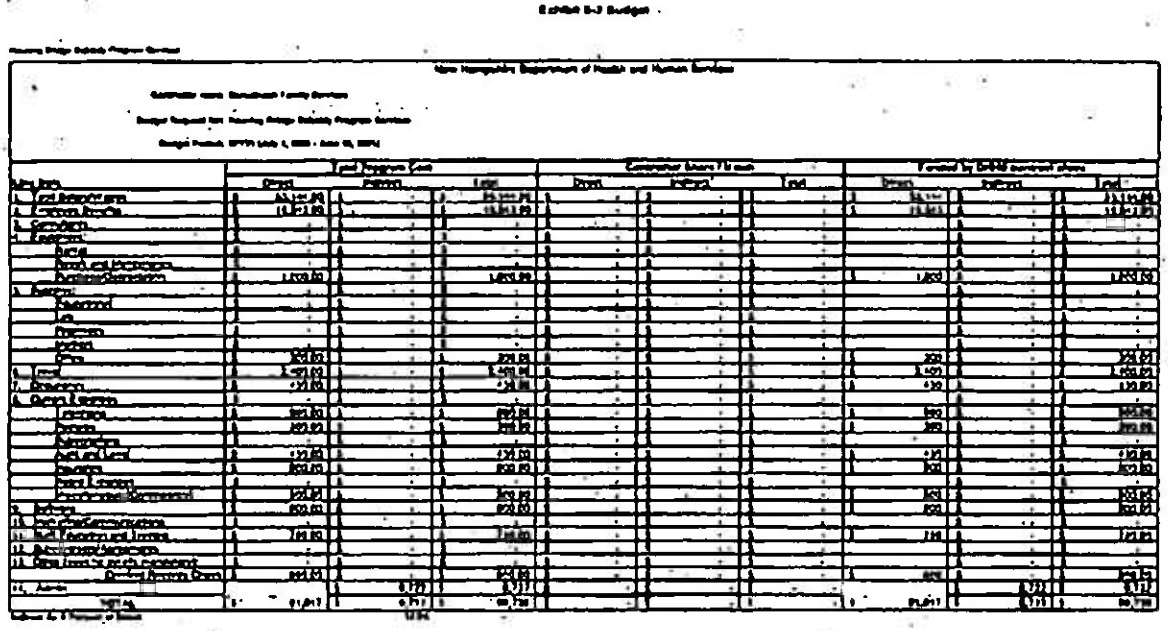

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about:
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here:

Vendor Name:

7/25/19
Date

Name:
Title: CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

7/25/19
Date

Name:
Title: COO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/25/15
Date

Name:
Title: CEO

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters
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Vendor Initials PM
Date 7-25-15

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. 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	Moultonborough Family Eyecare
The State	Name of the Vendor
Katija S Fox	Philip W Yuk
Signature of Authorized Representative	Signature of Authorized Representative
Katija S Fox	PHILIP W YUK
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/25/19
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

Vendor Initials

Date 7.25.19

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073966699

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Vendor Initials PW

Date 7-25-15

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials PKW

Date 7-25-19

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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 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

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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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

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 Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $26,595,264

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
984333A5D3DB451...
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/30/2023
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least two (2) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

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2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. 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.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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.

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2.1.31.3.3. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion (First Steps)**

DS

2.2.1. The Contractor shall operate a program for adults with serious mental illness that includes independent living units for a minimum of 6 individuals with approximately six (6) months average length of stay.

2.2.2. The Contractor shall ensure the program is staffed by at least a 1.0 FTE program manager.

2.2.3. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

2.2.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

2.2.3.2. Individuals being discharged from NHH or Glencliff; and

2.2.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

2.2.4. The Contractor shall ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

2.2.5. The Contractor shall ensure discharge planning begins within 30 days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor shall ensure discharge planning includes, but is not limited to:

2.2.5.1. Assessment of the individual's ability to live independently.

2.2.5.2. Input of wants and needs from the client, and guardian if applicable.

2.2.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

2.2.6. The Contractor shall work with the Department to create and enforce programmatic policies and processes approved by the Department.

2.2.7. 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:

2.2.7.1. Total number of vacant and occupied beds during the reported period.

2.2.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

2.2.7.3. Length of stay upon discharge.

2.2.7.4. All referral source(s) and discharge locations.

2.2.7.5. Programmatic offerings.

2.3. **A Place To Live**

2.3.1. The Contractor shall review all comprehensive housing referrals for A Place To Live assistance to determine whether the individual meets eligibility criteria.

2.3.2. The Contractor shall collaborate with the individual, their treatment team, guardian and natural supports, as applicable, and ensure all other housing and assistance programs have been explored, prior to providing any assistance pursuant to this Agreement.

2.3.3. The Contractor shall provide financial housing assistance to adults who are receiving mental health services at Greater Nashua Mental Health, through A Place to Live for the following purposes:

2.3.3.1. Rental subsidies for individuals paying more than 50% of their gross income toward rent and who do not meet eligibility criteria for any other housing voucher or rental assistance programs; .

2.3.3.2. Rental subsidies for individuals who are not eligible for rental assistance programs or temporary or permanent housing vouchers due to legal status; and

2.3.3.3. One-time financial assistance when all other available financial assistance options have been exhausted, for:

2.3.3.3.1. Security deposit assistance to individuals who are not otherwise eligible for any other local and state assistance programs;

2.3.3.3.2. Bedbug infestation treatment, biohazard cleanup, and/or waste removal when such conditions are causing acute psychiatric needs to heighten due to the unsafe living condition; and

2.3.3.3.3. Rent arrearages to individuals who are facing eviction due to non-payment of rent in accordance with the individual's lease agreement.

2.3.4. The Contractor shall ensure individuals who are eligible for permanent housing subsidies remain in good standing on all permanent housing subsidy voucher waitlists.

2.3.5. The Contractor shall be available to provide housing related assistance to individuals receiving a voucher through this program, as needed and requested by the individual.

2.3.6. The Contractor shall provide support services and ensure the individual is referred to other services as requested to address needs that may include, but are not limited to:

2.3.6.1. Accessing food to decrease food insecurity.

2.3.6.2. Securing apartment furnishings.

2.3.6.3. Utility bill assistance.

2.3.7. The Contractor shall ensure the individual has assistance with applying for all financial benefits for which they are eligible.

2.3.8. The Contractor shall meet with the Department quarterly, or as otherwise requested by the Department, at a mutually agreeable location to review:

2.3.8.1. The individuals currently receiving funding through the rental housing subsidy; and

2.3.8.2. Each individual's progress toward a permanent housing subsidy, if applicable.

2.3.9. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.3.10. The Contractor shall submit monthly progress reports to the Department in a format agreed upon by the Department, no later than the fifteenth (15) business day of the month that specifies:

2.3.10.1. The amount of rental housing subsidy funds expended and the balance of the rental housing subsidy funds remaining;

2.3.10.2. The last name, address, total rent, and subsidy payment amount for each rental payment made; and

2.3.10.3. A description of the use of any rental housing subsidy funds paid for by the Contractor on behalf of the individual, other

than for a rental payment subsidy, as permissible pursuant to this Agreement.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.

8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov,, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

16. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.3., A Place to Live, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2023 through June 30, 2025, and shall be in accordance with the approved line item, as specified in Exhibit B-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 231,477	$ 165,432	$ 66,045
2. Employee Benefits	$ 68,123	$ 49,630	$ 18,493
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 800	$ 800	$ -
6. Travel	$ 10,200	$ 9,000	$ 1,200
7. Occupancy	$ 1,000	$ 1,000	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 5,600	$ 2,600	$ 3,000
Postage	$ 800	$ 800	$ -
Audit and Legal	$ 1,000	$ 1,000	$ -
Insurance	$ 2,000	$ 2,000	$ -
Miscellaneous (Contingency)	$ 4,282	$ 500	$ 3,782
9. Software	$ 1,350	$ 1,350	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000	$ 2,000	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Payments	$ 87,105	$ -	$ 87,105
14. Admin/Indirect	$ 50,128	$ 28,573	$ 21,555
15. A Place to Live	$ 201,444	$ 201,444	$ -
TOTAL	**$ 669,309**	**$ 468,129**	**$ 201,180**

Indirect As A Percent of Direct

DS

Contractor Initials_____

5/26/2023

Date_____

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

New Hampshire Department of Health and Human Services

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 231,477	$ 165,432	$ 66,045
2. Employee Benefits	$ 68,123	$ 49,630	$ 18,493
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 800	$ 800	$ -
6. Travel	$ 10,200	$ 9,000	$ 1,200
7. Occupancy	$ 1,000	$ 1,000	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 5,600	$ 2,600	$ 3,000
Postage	$ 800	$ 800	$ -
Audit and Legal	$ 1,000	$ 1,000	$ -
Insurance	$ 2,000	$ 2,000	$ -
Miscellaneous (Contingency)	$ 4,282	$ 500	$ 3,782
9. Software	$ 1,350	$ 1,350	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000	$ 2,000	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Payments	$ 87,105	$ -	$ 87,105
14. Admin/Indirect	$ 50,128	$ 28,573	$ 21,555
15. A Place to Live	$ 201,444	$ 201,444	$ -
TOTAL	**$ 669,309**	**$ 468,129**	**$ 201,180**

Indirect As A Percent of Direct

DS

Contractor Initials _____

5/26/2023

Date _____

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63050**

Certificate Number: **0005752978**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **807172**

Certificate Number: **0005765726**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, James Jordan, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 24, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 7/24/23

Signature of Elected Officer
Name: James Jordan
Title: Board Chair
Greater Nashua Mental Health

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord Street
Nashua NH 03064

CONTACT NAME: Kimberly H. Gutekunst, CIC
PHONE (A/C, No, Ext): 603-882-2766 **FAX (A/C, No):**
E-MAIL ADDRESS: kgx@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	
INSURER B : Concord General Mutual	20672
INSURER C : Granite State Health Care & Human Services Self In	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COMCO3
The Community Council of Nashua NH, Inc
dba Greater Nashua Mental Health
100 West Pearl Street
Nashua NH 03060

COVERAGES **CERTIFICATE NUMBER:** 596225848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OPS158619810	11/12/2022	11/12/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			20038992	11/12/2022	11/12/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMS0028391	11/12/2022	11/12/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			HCHS20220000591	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A				E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS158619810	11/12/2022	11/12/2023	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION 30 days/10 days non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc E Berube

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GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2022

(With Comparative Totals for June 30, 2021)

With Independent Auditor's Report

DocuSign Envelope ID: 901497A7-CA26-4320-B2F0-7DC38DAC8FD1

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Opinion

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Organization's 2021 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 28, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 31, 2022

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2022
(With Comparative Totals for June 30, 2021)

	2022	2021
ASSETS		
Cash and cash equivalents	$ 15,290,931	$11,248,237
Accounts receivable, net of allowance for doubtful accounts and contractuals of $222,078 in 2022 and $226,715 in 2021	1,356,320	1,868,512
Investments	1,990,726	2,145,270
Prepaid expenses	253,732	282,051
Property and equipment, net	3,117,476	2,798,099
Total assets	$ 22,009,185	$18,342,169
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 273,782	$ 221,939
Accrued payroll and related activities	1,821,811	1,169,301
Accrued vacation	520,835	483,361
Estimated third-party liability	683,358	-
Deferred revenue	95,181	350,466
Total liabilities	3,394,967	2,225,067
Net assets		
Without donor restrictions		
Undesignated	15,998,231	13,370,028
Board designated	2,302,975	2,418,378
Total without donor restrictions	18,301,206	15,788,406
With donor restrictions	313,012	328,696
Total net assets	18,614,218	16,117,102
Total liabilities and net assets	$ 22,009,185	$18,342,169

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2022
(With Comparative Totals for Year Ended June 30, 2021)

	2022			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2021
Revenues and support				
Program service fees, net	$ 18,583,127	$ -	$ 18,583,127	$ 18,020,296
New Hampshire Bureau of Behavioral Health	4,018,116	-	4,018,116	3,390,523
Federal and state grants	927,473	-	927,473	871,173
Rental income	7,817	-	7,817	6,943
Contributions and support	154,903	-	154,903	137,705
Paycheck Protection Program (PPP) funding	-	-	-	2,071,084
Other	389,089	-	389,089	1,165,403
Total revenues and support	24,080,525	-	24,080,525	25,663,127
Expenses				
Program services				
Children's and adolescents' services	2,794,767	-	2,794,767	2,133,451
Adult services	5,752,634	-	5,752,634	5,080,510
Older adult services	590,749	-	590,749	561,822
Deaf services	489,789	-	489,789	384,316
Substance abuse disorders	797,363	-	797,363	678,873
Medical services	1,790,913	-	1,790,913	1,642,608
Other programs	3,154,994	-	3,154,994	2,044,300
Total program services	15,371,209	-	15,371,209	12,525,880
General and administrative	6,034,152	-	6,034,152	5,673,236
Development	46,961	-	46,961	33,390
Total expenses	21,452,322	-	21,452,322	18,232,506
Income from operations	2,628,203	-	2,628,203	7,430,621
Other income (loss)				
Investment return, annual appropriation	-	-	-	45,003
Investment return, net of fees and annual appropriation	25,094	3,590	28,684	(12,898)
Realized and unrealized (losses) gains on investments	(140,497)	(19,274)	(159,771)	303,297
Total other (loss) income	(115,403)	(15,684)	(131,087)	335,402
Excess of revenues and support and other income over expenses and change in net assets	2,512,800	(15,684)	2,497,116	7,766,023
Net assets, beginning of year	15,788,406	328,696	16,117,102	8,351,079
Net assets, end of year	$ 18,301,206	$ 313,012	$ 18,614,218	$ 16,117,102

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Revenues and support and other income											
Program service fees, net	$ 4,486,775	$ 9,484,255	$ 1,663,659	$ 671,241	$ 314,292	$ 1,127,279	$ 834,235	$ 18,581,736	$ 1,391	$ -	$ 18,583,127
New Hampshire Bureau of Behavioral Health	225,410	1,117,069	1,450	326,658	487,758	160	1,800,360	3,958,865	59,251	-	4,018,116
Federal and state grants	250,241	50,000	-	-	1,000	-	626,232	927,473	-	-	927,473
Rental income	-	-	-	-	-	-	-	-	7,817	-	7,817
Contributions and support	-	500	-	-	-	-	41,443	41,943	1	112,959	154,903
Net investment loss	-	-	-	-	-	-	-	-	(131,087)	-	(131,087)
Other	-	373,425	-	-	1,000	-	-	374,425	14,664	-	389,089
Total revenues and support and other income (loss)	$ 4,962,426	$ 11,025,249	$ 1,665,109	$ 997,899	$ 804,050	$ 1,127,439	$ 3,302,270	$ 23,884,442	$ (47,963)	$ 112,959	$ 23,949,438

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2022

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total
Total revenues and support and other income (loss)	$ 4,962,426	$ 11,025,249	$ 1,665,109	$ 997,899	$ 804,050	$ 1,127,439	$ 3,302,270	$ 23,884,442	$ (47,963)	$ 112,959	$ 23,949,438
Expenses											
Salaries and wages	2,020,764	3,957,308	456,149	323,194	618,816	1,488,980	2,191,351	11,056,562	3,072,502	20,439	14,149,503
Employee benefits	409,415	725,938	63,799	44,090	81,196	173,686	339,729	1,837,853	434,761	6,608	2,279,222
Payroll taxes	207,052	315,619	36,586	26,228	49,157	95,863	174,425	904,930	191,684	1,602	1,098,216
Professional services	13,133	24,370	867	57,152	13,189	12,425	133,869	255,005	416,225	10,500	681,730
Staff development and recognition	5,721	11,335	809	5,714	12,550	3,719	8,738	48,586	72,708	-	121,294
Utilities	-	1,630	-	-	-	-	-	1,630	142,551	-	144,181
Occupancy	5	29,084	-	-	-	-	94,620	123,709	361,392	-	485,101
Supplies and equipment	17,712	12,914	-	2,214	3,085	3,353	105,644	144,922	229,411	253	374,586
Software and technology	1,126	100	-	-	-	600	4,959	6,784	384,825	1,811	393,420
Travel and meals	48,874	96,645	15,285	18,310	2,370	-	10,663	192,147	6,839	-	198,986
Communications	13,060	36,937	4,753	4,687	2,501	862	32,826	95,626	278,256	4,875	378,757
Client support	21,092	98,618	8	14	2,000	-	3,128	124,860	13,716	-	138,576
Insurance	-	1,414	-	-	-	-	4,883	6,297	278,949	-	285,246
Dues and publications	4,400	263	-	175	190	180	253	5,461	62,077	50	67,588
Other	-	370,249	-	-	-	-	903	371,152	29,498	563	401,213
Depreciation	32,414	70,210	12,493	8,011	12,309	11,245	49,003	195,685	58,758	260	254,703
Total expenses before allocation	2,794,767	5,752,634	590,749	489,789	797,363	1,790,913	3,154,994	15,371,209	6,034,152	46,961	21,452,322
General and administrative allocation	1,645,861	3,598,396	478,589	224,605	334,840	(663,474)	457,784	6,076,601	(6,082,115)	5,514	-
Total expenses	4,440,628	9,351,030	1,069,338	714,394	1,132,203	1,127,439	3,612,778	21,447,810	(47,963)	52,475	21,452,322
Change in net assets	$ 521,798	$ 1,674,219	$ 595,771	$ 283,505	$ (328,153)	$ -	$ (310,508)	$ 2,436,632	$ -	$ 60,484	$ 2,497,116

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2022
(With Comparative Totals for Year Ended June 30, 2021)

	2022	2021
Cash flows from operating activities		
Change in net assets	$ 2,497,116	$ 7,766,023
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	254,703	264,510
Net realized and unrealized losses (gains) on investments	159,771	(303,297)
Loss on disposal of assets	-	155,387
Changes in operating assets and liabilities		
Accounts receivable	512,192	685,302
Prepaid expenses	28,319	(146,036)
Accounts payable and accrued expenses	68,755	(22,783)
Accrued payroll and related activities	652,510	(171,105)
Accrued vacation	37,474	22,818
Estimated third-party liability	683,358	(18,681)
Deferred revenue	(255,285)	345,514
PPP funding	-	(2,052,284)
Net cash provided by operating activities	4,638,913	6,525,368
Cash flows from investing activities		
Purchases of investments	(973,632)	(1,087,243)
Proceeds from the sale of investments	968,405	1,062,635
Purchase of property and equipment	(590,992)	(209,296)
Net cash used by investing activities	(596,219)	(233,904)
Cash flows from financing activities		
Principal payments on notes payable	-	(1,384,204)
Net increase in cash and cash equivalents	4,042,694	4,907,260
Cash and cash equivalents, beginning of year	11,248,237	6,340,977
Cash and cash equivalents, end of year	$ 15,290,931	$ 11,248,237
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ 65,370	$ 82,282

The accompanying notes are an integral part of these financial statements.

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Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2021 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable. Accounts receivable, net amounted to $2,553,814 as of June 30, 2020.

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Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Revenue Recognition

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606 and related guidance.

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Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses are allocated based on full time equivalents and program expenses are allocated based on client count.

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2022, Managed Care Organizations (MCO's) authorized the Organization to use 50% of any unmet minimum threshold levels to be used to invest for workforce improvements. Management has recognized a potential repayment of $683,358 at June 30, 2022. During 2021, MCO's waived minimum threshold levels in full and therefore, management did not recognize a potential repayment for services provided during 2021.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2022 and 2021. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 31, 2022, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2022	2021
Cash and cash equivalents available for operations	**$14,665,670**	$10,646,433
Accounts receivable, net	**1,356,320**	1,868,512
Financial assets available to meet general expenditures within one year	**$16,021,990**	$12,514,945

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of $1,000,000 which was fully available at June 30, 2022. See Note 8.

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3. Program Service Fees and Concentrations of Credit Risk

For the years ended June 30, 2022 and 2021, approximately 77% and 83%, respectively, of the revenue and support of the Organization was derived from managed care contracts. As of June 30, 2022 and 2021, accounts receivable due from government grants was approximately 62% and 68%, respectively.

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2022	2021
Common stock	$ 853,384	$ 889,746
Equity mutual funds	170,273	291,844
U.S. Treasury bonds	440,237	571,446
Corporate bonds	408,234	269,361
Corporate bond mutual funds	118,598	122,873
	$ 1,990,726	$ 2,145,270

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

2022	Level 1	Level 2	Total
Common stock	$ 853,384	$ -	$ 853,384
Equity mutual funds	170,273	-	170,273
U.S. Treasury bonds	440,237	-	440,237
Corporate bonds	-	408,234	408,234
Corporate bond mutual funds	118,598	-	118,598
	$ 1,582,492	$ 408,234	$ 1,990,726

2021	Level 1	Level 2	Total
Common stock	$ 889,746	$ -	$ 889,746
Equity mutual funds	291,844	-	291,844
U.S. Treasury bonds	571,446	-	571,446
Corporate bonds	-	269,361	269,361
Corporate bond mutual funds	122,873	-	122,873
	$ 1,875,909	$ 269,361	$ 2,145,270

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	2022	2021
Land, buildings and improvements	$ 5,883,482	$ 5,297,124
Furniture and equipment	359,289	314,282
Computer equipment	459,576	285,083
Software	703,688	703,688
Vehicles	79,121	33,191
Construction in process	-	277,708
	7,485,156	6,911,076
Less accumulated depreciation	(4,367,680)	(4,112,977)
Property and equipment, net	$ 3,117,476	$ 2,798,099

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7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. There were no appropriations during 2022. During 2021, the Board of Directors approved an appropriation of $45,003 to support current operations.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2022 and 2021.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2022 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 313,012	$ 313,012
Board-designated endowment funds	2,302,975	-	2,302,975
	$ 2,302,975	$ 313,012	$ 2,615,987

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2022
(With Comparative Totals for June 30, 2021)

The changes in endowment net assets for the year ended June 30, 2022 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2021	$ 2,418,378	$ 328,696	$ 2,747,074
Investment loss, net of fees	(115,403)	(15,684)	(131,087)
Endowment net assets, June 30, 2022	$ 2,302,975	$ 313,012	$ 2,615,987

The endowment net asset composition by type of fund as of June 30, 2021 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 328,696	$ 328,696
Board-designated endowment funds	2,418,378	-	2,418,378
	$ 2,418,378	$ 328,696	$ 2,747,074

The changes in endowment net assets for the year ended June 30, 2021 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2020	$ 2,086,877	$ 275,595	$ 2,362,472
Contributions	80,000	9,010	89,010
Investment return, net of fees	286,498	49,094	335,592
Amount appropriated for expenditure	(40,000)	(5,003)	(45,003)
Appropriated funds not drawn from investments	5,003	-	5,003
Endowment net assets, June 30, 2021	$ 2,418,378	$ 328,696	$ 2,747,074

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8. Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (4.75% at June 30, 2022). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2022 or 2021. Management is in the process of renewing the line of credit with TD Bank.

9. Commitments and Contingencies

Operating Leases

The Organization leases an office facility and various pieces of equipment under operating lease agreements. Expiration dates range from November 2022 to June 2026. Total rent expense charged to operations was approximately $145,000 in 2022 and $80,000 in 2021.

Future minimum lease payments are as follows:

2023	$ 121,412
2024	18,803
2025	6,019
2026	1,874
	$ 148,108

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition, the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2022 and 2021. Expenses associated with this plan were $364,888 and $290,063 for the years ended June 30, 2022 and 2021, respectively.

11. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its continued economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding.

During 2020, the Organization received $2,048,300 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. In June 2021, the Organization received notice from the Small Business Administration and the lender that its PPP funds were forgiven. The revenue is separately reported in the statement of activities and changes in net assets during the year ended June 30, 2021.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. The Organization received PRF in the amount of $149,673 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize the PRF funds included in other revenue in the statement of activities and changes in net assets for the year ended June 30, 2021.

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During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $127,500 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented in other revenue in the statements of activities and changes in net assets for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of $617,579 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize the ARPA funds in in full which is included in Medicaid revenue in the statement of activities and changes in net assets for the year ended June 30, 2022.

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GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS (2023)

James R. Jordan	Chair
Pamela Burns	Vice Chair
Diane Vienneau	Secretary
Edmund Sylvia	Treasurer
Robert Amrein, Esquire	
Lt. Charles MacGregor	
Fr. Thomas A. Moses	
Elizabeth Sheehan	
Kristen Sheppard	
Mary Ann Somerville	
James Fasoli	Emeritus Board

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Scott A. Wellman, M.Ed.

PROFESSIONAL SUMMARY

- Clinical Program Development, Management, and Operations
- Integrated Team Management, Recruitment, and Training
- Efficacy Research Manager
- Statistical and Comparative Analysis
- Community Relations and Resource Development
- State Compliance and Fidelity Management

Industries: Health insurance (Medicaid), Community Mental Health, Inpatient Mental Health

NEW HAMPSHIRE HEALTHY FAMLIES (08/15-Present)

Develop individual support programs addressing the needs of homeless and at risk health plan members and families. Assessment of the impact of Social Determinants of Health on target population; develop resolutions to individual needs and issues. Coordinate clinical and community resources for integrated care programs.

GREATER NASHUA MENTAL HEALTH CENTER at COMMUNITY COUNCIL (2008-2015)

Team Leader/Director, Assertive Community Treatment Program (ACT)
Developed, implemented, and managed ACT Team to include clinicians, nurse, supported employment specialist, and functional support staff.
Provided direct client care working with medical staff to address and coordinate treatment plan for the needs of those with severe and persistent mental illness.

PSYCHIATRIC INSTITUTE at CATHOLIC MEDICAL CENTER (1994-2008)

Behavioral Health Educator/Recreation Therapist
Inpatient and Partial Hospitalization programs
Developed and implemented educational programs for adult psychiatric patients including: cognitive behavioral therapy, coping skills, relaxation therapy, and anger management. Lead weekly family education and support group. Coordinate and lead multi-disciplinary treatment team meetings.

CERTIFIED RECREATION THERAPIST
Metropolitan Detroit Michigan Area

1/91-3/94	Heritage Hospital, Taylor MI. Inpatient adult psychiatric care
5/90-3/94	Burton Ranch Group Home, Novi, MI (independent contract) Group home for individuals with Traumatic Brain Injury.
1/87-12/90	Outer Drive Hospital, Lincoln Park MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.
8/86-12/86	Westland Medical Center, Westland MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.

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Education

Master of Education, M.Ed., Health and Wellness Management
Plymouth State University, Plymouth New Hampshire. May 2000

Bachelor of Science, BS, Recreation Administration/Therapeutic Recreation
Kansas State University, Manhattan, Kansas, May 1984

Board Affiliations:

11/15-present Member, Board of Trustees Family Promise of Southern New Hampshire. Chairman Missions Committee

6/14-present Board member, HEARTS Peer Support Center, Nashua, NH

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HAYLEY SILVA
[redacted]

PROFESSIONAL SUMMARY

Experienced Support professional with seven years serving elderly and varying age ranges of clients that require assistance to manage their daily lives. This support included; advocating on their behalf when necessary to ensure expeditious, efficient, and effective access to care was made available to clients. Also, thoroughly trained in working with a variety of clients with psychological, cognitive, and physical disabilities. Adept in providing clients who often require emotional support by communicating their needs. Methods include; but are not limited to; aiding Alzheimer's clients establish routines, maintain medication schedules, provide excursions to aid in long term memory retrieval, contacting providers and insurance agencies on the client's behalf, and a myriad of other tasks associated with caring for people enduring conditions such as Alzheimer's, Dementia, Parkinson's, and other ailments.

SKILLS PROFILE

- Proven record of utilizing initiative, connecting clients with agencies, empowering them to initiate positive changes in their own lives.
- Well versed in confidentially policies, procedures, and practices.
- Upholds, as a personal responsibility, standards to attendance, and punctuality necessary for maintaining professionalism while working with a client base consisting of varying personalities and diverse cultures.
- Positively accepts direction from leadership and constructive criticism to develop personally and professionally.
- Proven ability to facilitate social interaction between clients in a positive and respectful way.
- Demonstrated adaptability when working with clients of varying personalities and assist with their diverse needs and personal goals.

EMPLOYMENT HISTORY

Employment Case Manager/Administration, Harbor Homes **3/1/2016 — Present**

Nashua, NH

- Scheduled initial intake meeting with new clients at a variety of locations, including homeless shelters, transitional housing locations, and at client's homes.
- Supported Veterans in the completion of HVRP's comprehensive intake packet, documenting problems and barriers to employment they may be experiencing, such as medical/mental health issues, substance abuse, criminal record history, chronic homelessness.
- Continued and precise documentation of updated information provided by Veterans in the program using all available modes of communications, scheduled appointments, telephone conversations, regular mail, and email.
- Assisted in the collection of 3rd party verification and the compilation of relevant data for the Program manager to fulfill the extensive quarterly reporting requirements of the Department of Labor (DOL) grant ensuring the continuance of the HVRP.
- Regularly attended Multi-Disciplinary case management meetings with HVRP case managers, GPD housing case managers, VA Liaison staff, HVRP Grantees, NHES, VETS Inc., and Easter SEALS, to discuss client's needs, employment status, and concerns that needed addressing.
- Utilizing The Client Track Program, I updated, entered/exited, or both, over 350 HVRP clients during my first four months of working for the program.
- Provided 120 hours of Supervision for a psychology Intern enrolled at Nashua Community College.
- Provided Admin support to all HVRP staff members providing client information updates. Provided direction on data needs and collection. Generated and provided updated documentation tools to support necessary changes.
- Implemented specific rules, and guidelines for the entering, tracking, and maintenance of multiple HVRP Workbooks, and correct and orderly filing of all client's physical and digital files.
- Attended Mental Health summits, which included training specific to our client population. Also, attended numerous webinars, and completed necessary Skillsoft modules.

Care Coordinator, Right at Home **3/1/2016 — Present**

Londonderry, NH

- Assisted with initial engagements between regular clients with their new care providers. This allowed for care providers and clients to determine compatibility and assess their diverse cultural, religious, and personal backgrounds. Identify any behavioral or language barriers and begin mutual communication and cooperation with each other.
- Assisted clients by exercising initiative when researching methods to mitigate medications costs, as well as exploring other possibilities to assist clients, often living on finite budgets.
- Supported clients in many aspects of their daily regimen. Including designing and creating templates for simple, yet easily understandable, phone call lists for clients with memory or anxiety difficulties to utilize. Also, implemented a Labeling system for food items in storage, allowing for clients and follow-on providers to be cognizant of upcoming expiration dates.

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- Accurately identified client needs by asking appropriate questions, through in-depth conversation, which led to the understanding of the client's specific needs, supports, and other frameworks relevant to client success.
- Ensured accurate documentation while maintaining the confidential integrity of client care plans. Including the fluctuating physical, cognitive, and emotional records of the client and their medication lists.
- Documented objectively the client's personal and private information essential for the client's continuum of care, allowing for parties involved in the client's care team to access concise and thorough information.
- Advocated for clients, when authorized, to contact medical professionals, insurance companies, and other appropriate agencies, in lieu of the client's ability to accomplish the goal themselves.
- Effectively communicated with peers and supervisors, regularly updating appropriate personnel on evident changes to the clients physical, emotional, or cognitive behavior, immediately by phone or in person, as well as documenting changes in all mandatory client records.

Care Coordinator, Gateways, For Seniors Service **11/1/2014 — 3/1/2016**

Hudson, NH

- Supported client needs in their home, allowing them to some semblance of independence while having professional support.
- Prepared meals and drinks for clients ensuring their nutritional plan is adhered to according to their diagnosis.
- Assisted in maintaining the client's household, supporting a safe and healthy environment for the client.
- Assisted with personal hygiene tasks when the client became incapable of doing so, maintaining a professional attitude, respecting their dignity as much as possible.
- Prepared drinks with Thick-It for clients with swallowing difficulties.
- Transported clients to necessary medical appointments. Also, assisted clients in running errands, prescription pick-ups, food shopping, etc...

Activity Aide, Gateways, Adult Day Service Program **10/1/2011 — 8/1/2015**

Hudson, NH

- Supported client needs, physically, emotionally, and cognitively allowing the clients to be engaged and active in the program.
- Engaged clients in varying activities, table games, seasonal crafts, exercise, including music and movement activities. Resulting in a positive and meaningful experience for the clients.
- Researched and prepared special interest programs, which included interactive games and informational activities for clients to enjoy.
- Vigilant of client safety by and monitoring changes mood, behavior, and other cognitive signs on a daily basis.
- Prepared and served meals, while motoring specific client's dietary needs and restrictions.
- Facilitated social interaction between clients in a positive and respectful way, ensuring a culture conducive to respectful interactions.
- Aided clients with mobility issues; such as wheelchairs, walkers, and often, just an arm to hold, giving the client a sense of support and security.

Education and qualifications summary

- Associate in Science in Speech-Language Pathology Assistant - Graduated - May 2013, Suma Cum Laude, GPA 3.9. Nashua Community College
- Special Education Volunteer Advocate – Graduated - Dec 2010. Parent Information Center, Concord, NH.
- Associate Degree with a Major in Social Work and a Minor in Youth and Community – Graduated - May 2000. University of Nottingham, Nottingham, U.K.
- Dealing with Challenging Behaviors - 2015
- Certified Speech and Language Pathologist Assistant (SLPA) – June 2013
- Special Education Law and Advocacy – Oct 2010
- Special Education Advocacy Conference - 2010
- Advocates for Special Education Training Program - Dec 2009
- CPR: Expiration - June 2018

Awards/memberships/recognitions

- Parent Involvement in Education Award – Oct 2011
- Member of the Phi Theta Kappa Honors Society- Nov 2011
- Published in the Advanced Speech and Language Magazine for an article describing the life of an Autistic child from a first-person perspective titled "This IEP is About Me," which also reached several online publications due to its popularity. April 2010

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Maureen D Magro

OBJECTIVE: A client oriented support and service position serving a wide variety of client needs. Offering extensive knowledge of client service skills. Areas of expertise include: Supervisory Management, Client Interaction and Support, Multitasking, and Staff Support

EDUCATION and TRAINING:
Chandler School for Women, Boston, MA
Woburn High School, Woburn, Massachusetts
Various Management and Product Seminars
EMT Certified, Commonwealth of Massachusetts
Certified Critical Incident Stress Debriefing (CISD) – Member of the Boston CISD Team
Human Interaction Training
CPR Instructor

SKILLS:

Human Interaction	**Problem Resolution**	**Ability to perform under pressure.**
Budget Preparation	**Performance Reviews**	**Multitasking**
Negotiation	**Report Preparation**	**Computer Proficiency**
Team Player	**Supervisory abilities**	**Direct Client Support**

VOLUNTEER: EMT Volunteer for the Towns of Pepperell and Dunstable, Massachusetts, 1990 through 1997
Nashua Foundation for Mental Health June 2004 through February 2005
Member of NAMI

AWARDS: Letters of Commendation from the Pepperell Chief of Police and Communications Director, Town of Pepperell, MA

EXPERIENCE:

02/05 to Present **Assistant Case Manager** – Support Case Managers with day-to-day activities; responsible for mainstreaming and assisting clients in daily living skills; assessing the daily requirements of individual clients; being responsive and sensitive to clients' wants and needs; responsible for transporting clients to various appointments and locations; assisting clients in appropriate job searches and applying for all governmental assistance; teaching basic living and socialization skills including personal and financial accountability; offer feedback on clients' success at public integration and their symptomatic responses; and responsible for attending all staff meetings and suitable trainings.

12/03 to 05/04 **Verizon Communication -Customer Service Representative-** Responsible for negotiating new service, processing changes, handling billing inquires, and matching customer needs with premium Verizon products and services. Handled dissatisfied customers and processed service orders requests. Was responsible for delivery of all mandated verbiage related to Verizon regulatory and legal requirements.

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6/03 to 8/03 **State of Massachusetts – Environmental Laboratory Water Collection**-Responsible for coordination and collection of water samples from Massachusetts State Parks. Interfaced with various Park officials to document sample details and assured timely personal delivery of undisturbed samples to appropriate distant laboratory locations.

09/98 to 5/02 **Zirmat Corp, Customer Service Supervisor** – Supervised 6 Customer service reps and clerical personnel. Implemented and developed plans for poor and top performers. Handled escalation's for dissatisfied customers. Coached representatives on good customer telephone skills.

11/91 to 5/98 **Town Of Pepperell, Enhanced 911 Public Safety Dispatcher**-Responsible for the dispatch and proper response of all emergency 911 dispatches for Police, Fire and Ambulance. Interfaced with numerous town contacts including Highway and Water and Sewer as appropriate. Entered, retrieved, and disseminated criminal arrest records to police officers in the field. Documented all call details in computer database and maintained updates. Coordinated emergency disaster responses to include State Police, State Environmental Protection Agency Hazardous Material Personnel, Emergency Airlifts, the Red Cross, and Fire Marshalls. Interfaced with walk in residences to the Public Safety Center. Utilized EMT certification when needed. Handled irate and difficult complaints from town residences.

03/89-5/90 **Catalog Ventures-Customer Service Sales Representative**- Responsible for processing orders in a sales call center. Assisted customer in placing orders of catalog jewelry. Interfaced with other department to assure timely delivery. Assisted customers in selection of merchandise.

7/85 to 12/87 **Macom- Manager of Contract Negotiations**- Was responsible for the negotiations and terms of individual customer contracts relating to products and services. Managed a staff of 3 clerical and sales support personnel. Worked with legal department to finalize terms and conditions. Socialized strategies with sales about future product contract terms and conditions. Deliver presentations to all levels.

8/74 to 7/85 **Macom- Customer Service Supervisor** Supervised 4 Customer service reps after one year of entering the work force as a customer service representative. Developed methods and procedures to better service customers. Delegated the work load and motivated unit to deliver superior service. Acted as departmental liaison and monitored results.

References upon Request

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Stephanie M. Churchey

Qualifications:

- Strong work ethic, self motivated and focused
- Reliable
- Able to work well with others
- Experience with computer applications including Microsoft Word, Excel, and PowerPoint

Education:

Criminal Justice/Paralegal/Minor in Psych — 2019-Current
University of Massachusetts, Lowell MA

Criminal Justice/Psychology — 2005 -2006
University of Massachusetts, Lowell MA

Criminal Justice, Associates Degree — 2004
Middlesex Community College, Lowell MA

Certifications: First Aid, CPR, Medication Administration, Therapeutic Crises Intervention, Certified Occupancy Specialist (COS)

Internship:

Juvenile Probation Court
Juvenile Probation Court, Lowell MA

- Filing documents
- Intakes
- Communicating with parents and guardians
- Being present during court hearings

Employment History:

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Executive Secretary
DHHS Child Support 2017-Current

- Answer incoming phone calls from clients and answer questions or transfer calls to Enforcement Officer
- Process checks, client documents, court documents and applications
- Set up client profiles
- Distribute applications from incoming Uniform Support Orders
- Training
- Update OnBase Data Base
- Direct clients to services provided by DHHS
- Work with other departments to resolve benefit issues
- Call and schedule paternity appointments

Secretary II 2014-2017
NH Department of Transportation

- Payroll
- Mail distribution
- Assisting finance with audits
- Answering public calls/concerns regarding roads/tolls
- Salt and Sand Reports
- Kept tract and updated employee files
- Updated fatality reports

Wingate Management 2011-2014
Assistant Site Supervisor
(Section 8 housing for elderly and disabled)

- Applications/Recerts
- Maintaining files
- Coordinating residential activities
- Maintenance orders
- Assisting with home inspections
- Resolving residential concerns
- Producing/filing P.O slips
- Recording/filing applicants
- Mailing/copying/distributing necessary information

Residential Advisor
Nashua Center, Nashua NH 2008 -2011

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- Assisted clients with brain injuries
- Aided with housekeeping
- Transporting clients to events/shopping
- Distributed medication
- Record keeping

Manager
HMEA, Webster MA 2007 – 2008

- Managed payroll
- Yearly Budgets
- Personal banking/spend downs
- Scheduling
- Contacted guardians, clinicians and dayhabs
- Maintenance of files in accordance with DMR regulations

Residential Counselor 2006 - 2007
Waterford Country School, Waterford CT

- Treatment plans
- Updating files in accordance with DCF regulations
- Therapeutic Crises Intervention
- Conducting age appropriate activities

Residential Counselor 2005 – 2006
Key Program, Methuen MA

- Intakes
- Transportation
- Documentation

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Jennifer Dvareckas

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SUMMARY

Compassionate Mental Health Counselor student with proven ability to conduct initial assessments and perform multiple tasks with frequent interruptions and changes. Demonstrates the ability to plan and organize time and tasks, and to maintain composure under stress. Self-motivated who utilizes excellent critical thinking skills, judgement, and solid decision making.

EDUCATION

Master of Arts in Clinical Mental Health Counseling
Southern New Hampshire University (Manchester, NH)

- GPA 3.7

Bachelors of Science in Psychology January 2010
Rivier College, Nashua, NH

- GPA 3.8

PROFESSIONAL EXPERIENCE

Bridge Program Housing Specialist **May,2022-Current**
Greater Nashua Mental Health Nashua, NH

- Conduct formal housing assessments for individuals/families referred.
- Schedule, coordinate, and facilitate housing opportunities for consumers through housing development activities.
- Provide outreach to landlords and individuals to market the Permanent Supportive Housing Program.
- Help consumers secure and maintain affordable housing.
- Contact prospective landlords to schedule showing of rental units.
- Schedule housing interviews and assist with the rental application process.
- Conduct apartment inspections to ensure apartments meet acceptable standards.
- Help consumers make informed decisions and Conduct face-to-face housing presentations.
- Work with treatment providers, clients, and natural supports to develop plans of housing sustainability for homelessness prevention.
- Ensure the execution of a subsidy contract for the individual.
- Maintain current information about the individual's benefits (that is, basic income and medical information) to ensure that the subsidy amount is accurate with regard to the individual's income.
- Facilitate annual recertifications for on-going eligibility.
- Help individuals meet tenancy obligations such as timely rent payments and other lease requirements.
- Assist individuals with housing-related issues relevant to fulfilling lease requirements such as initial household setup, budgeting, housekeeping, house rules, contacting the landlord about repairs and other problems in the home, health and safety (including fire emergency plans and other safety and security concerns), and other issues.
- Help mediate landlord-tenant issues;
- Provide follow-up services to individuals in maintaining their homes by providing periodic in-home visits.

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- Help individuals apply for and transition to other types of long-term housing assistance, such as Section 8 vouchers or public housing.
- Collaborate with designated agencies to ensure an individual's stability in the home.
- Assist, guide, and refer individuals to other resources as needed.
- Maintain security and confidentiality of individual information.
- Maintain records and prepare internal reports including demographic information; services provided to individuals; appointments with landlords, property managers, housing subsidy administrators, or other marketing efforts; and meeting with individuals.
- Document rental assistance payments to landlords.
- Coordinate and record individual applications to subsidy programs.
- Track and monitor that all subsidy recipients complete annual recertifications for on-going eligibility.

Case Manager, Adult Services **March, 2021-May,2022**
Greater Nashua Mental Health Nashua, NH

- Works collaboratively with clients to formulate care and support plans that maximize the individual's control and choice over how their care needs are met.
- Monitors multiple domains which impact mental health, including but not limited to housing, transportation, and vocational.
- Links and refers clients to needed resources outside of the mental health center, including but not limited to medical, educational, and social services.
- Works as part of an integrated team and communicates with colleagues, collateral contacts, supervisors, etc. regarding client care.
- Provides a combination of direct and indirect case management and functional support services.
- Completes Treatment Plans, Adult Needs and Strength Assessments (ANSA), Case Management Care Plans (CMCP) and Quarterly Reviews.

Intake Coordinator **May, 2018 – March, 2021**
LifeStance, formally The Counseling Center of New England Nashua, NH

- Demonstrating assessment skills while securing information from a client that identifies their behavior health care needs.
- Documenting and collecting historical treatment information, details about the magnitude and extent of the symptoms for which the client is seeking treatment.
- Gathering and documenting in an Electronic Medical Record (E.H.R.) detailed demographics, insurance, and other information from clients.
- Identifying an appropriate provider for requested services with existing clients.
- Engaging in other administrative tasks including: processing of online requests for treatment, parental consents, referral documentation from other facilities, and communication with Benefits Department.
- Answering and responding to incoming telephone calls, emails, and patient portal notifications from potential clients, administrative staff, and clinicians.

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- Providing needed information -sending confirmations emails, discussing access to clinal assessments, links, and information about telehealth access. Ensuring clients have access to the documents and links they need to complete the intake process.

Customer Service **April, 2016 – May, 2018**
Centene Corporation/New Hampshire Healthy Families Bedford, NH

- Answer telephone calls from members and providers within established timeframes utilizing current reference materials and available resources.
- Document all activities for quality and metrics reporting through the Customer Relationship Management (CRM) application.
- Communicate daily with associates and venders through Outlook.
- Research and identify any processing inaccuracies in claim payments and route to the appropriate site operations team for claim adjustment.
- Aid members and/or providers regarding website registration and navigation.
- Identify any trends related to incoming or outgoing calls that may provide policy or process improvements to support excellent customer service, quality improvement and call reduction.
- Maintain performance and quality standards based on established call center metrics.
- Awarded the "Master of Quality" for meeting quality every month in 2016.
- Partake in Focus Groups with Upper Management to assist and improve co-worker's productivity and quality.

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Community Council of Nashua, NH, Inc. DBA/Greater Nashua Mental Health

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Scott Wellman	Director of Housing and Vocational Services	$39,780
Hayley Silva	Senior Bridge Housing Specialist	$47,500
Jennifer Dvareckas	Bridge Housing Specialist	$44,500
TBD	Bridge Housing Specialist	$45,000
Maureen Magro	Senior Housing Specialist	$45,418
Stephanie Churchey	Housing Specialist	$42,691
TBD	Peer Support Specialist	$40,000

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **in bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$840,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,666
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	**$4,609,155**	**$11,775,275**	**$16,284,430**	**$4,3 49,228**	**$ 4,486,300**	**$25,119,958**

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

Total Family Support Services	*$4,509,155*	*$4,349,228*	*$8,858,383*

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575

Grand Total	*$16,284,430*	*$8,835,528*	*$25,119,958*

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 Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $17,684,046

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, Methods and Conditions Precedent to Payment, by adding Section 16 to read:

   16. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.3., A Place to Live, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2022 through June 30, 2023, and shall be in accordance with the approved line item, as specified in Exhibit B-4, Budget, Amendment #3.

      16.1. The Contractor shall submit a detailed budget for approval for the expense line, A Place To Live, in a form satisfactory to the Department, no later than 20 days before July 1, 2022. The detailed budget shall be retained by the Department.

9. 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.

10. 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

12/22/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council

12/22/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/23/2021
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

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.

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.

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.

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.

Exhibit A

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.

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.

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.

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.

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 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 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.

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

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 contract effective date.

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.

2.3. **A Place to Live**

2.3.1. Effective July 1, 2022, the Contractor shall complete a comprehensive housing assessment tool for all requests for A Place to Live assistance. This tool shall evaluate each individual's household financial needs, legal status, and both immediate and long term housing needs.

2.3.2. Effective July 1, 2022, the Contractor shall utilize the assessment to collaborate with the individual, their treatment team, guardian and natural supports, as applicable, to identify all other housing and assistance programs available, prior to providing any assistance pursuant to this agreement.

2.3.3. Effective July 1, 2022, the Contractor shall provide housing assistance to eligible adults who are receiving mental health services at Greater Nashua Community Mental Health Center, including, but not limited to:

2.3.3.1. Rental subsidies to individuals who are not eligible, or remain on the wait list, for other permanent housing vouchers and are homeless or at high risk of becoming homeless. The Contractor shall ensure rental subsidies terminate when the individual receives a permanent housing voucher.

2.3.3.2. One-time financial assistance, when all other available financial assistance options have been exhausted, for:

2.3.3.2.1. Security deposit assistance to individuals who are not otherwise eligible for any other local and state assistance programs;

2.3.3.2.2. Bedbug infestation treatment, biohazard cleanup, and/or waste removal when such conditions are causing acute psychiatric needs to heighten due to the unsafe living condition; and

2.3.3.2.3. Rent arrearages to individuals who are facing eviction due to non-payment of rent in accordance with the individual's lease agreement.

2.3.4. Effective July 1, 2022, the Contractor shall ensure individuals who are eligible for permanent housing subsidies remain in good standing on all permanent housing subsidy voucher waitlists.

2.3.5. Effective July 1, 2022, the Contractor shall be available to the individual, their treatment team, and guardian, as applicable, to provide support, assistance, and recommendations for all housing related issues that may arise for any individual enrolled in the program.

2.3.6. Effective July 1, 2022, the Contractor shall ensure the individual has access to and delivery of support services as requested and needed that may include, but is not limited to:

2.3.6.1. Accessing food needs to decrease food insecurity.

2.3.6.2. Apartment furnishings.

2.3.6.3. Utility bill assistance.

2.3.7. Effective July 1, 2022, the Contractor shall ensure the individual has assistance with applying for all financial benefits for which they are eligible.

2.3.8. Effective July 1, 2022, the Contractor shall meet with the Department quarterly, or as otherwise requested by the Department, at a mutually agreeable location to review:

2.3.8.1. The individuals currently receiving funding through the rental housing subsidy; and

2.3.8.2. Each individual's progress toward a permanent housing subsidy, if applicable.

2.3.9. Effective July 1, 2022, the Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.3.10. Effective July 1, 2022, the Contractor shall submit monthly progress reports to the Department in a format agreed upon by the Department, no later than the fifteenth (15) business day of the month that specifies:

2.3.10.1. The amount of rental housing subsidy funds expended and the balance of the rental housing subsidy funds remaining;

2.3.10.2. The last name, address, total rent, and subsidy payment amount for each rental payment made; and

2.3.10.3. A description of the use of any rental housing subsidy funds paid for by the Contractor on behalf of the client, other than for a rental payment subsidy, as permissible pursuant to this agreement.

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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 Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health Center at Community Council

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion Direct
1. Total Salary/Wages	$ 196,862	$ 165,432	$ 31,430
2. Employee Benefits	$ 58,435	$ 49,630	$ 8,805
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 800	$ 800	$ -
6. Travel	$ 9,600	$ 9,000	$ 600
7. Occupancy	$ 32,725	$ 1,000	$ 31,725
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 3,872	$ 2,600	$ 1,272
Postage	$ 800	$ 800	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 1,000	$ 1,000	$ -
Insurance	$ 2,000	$ 2,000	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous	$ 1,200	$ 1,200	$ -
9. Software	$ 1,350	$ 1,350	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,670	$ 1,670	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Fit Up Expenses	$ 26,500	$ -	$ 26,500
14. Admin/Indirect	$ 36,004	$ 28,818	$ 7,386
TOTAL	$ 374,838	$ 267,100	$ 107,738

Indirect As A Percent of Direct

Contractor Initials: [illegible]
Date: 12/22/2021

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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 Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

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	$ 228,332	$ 165,432	$ 62,900
2. Employee Benefits	$ 67,242	$ 49,630	$ 17,612
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 10,200	$ 9,000	$ 1,200
7. Occupancy	$ 84,450	$ 1,000	$ 83,450
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 5,144	$ 2,600	$ 2,544
Postage	$ 800	$ 800	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 1,000	$ 1,000	$ -
Insurance	$ 2,000	$ 2,000	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous	$ 1,200	$ 1,200	
9. Software	$ 1,350	$ 1,350	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,870	$ 1,870	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
14. Admin/Indirect	$ 43,389	$ 28,618	$ 14,771
15. A Place to Live (detailed budget to be provided)	$ 201,444	$ -	$ 201,444
TOTAL	$ 651,821	$ 267,100	$ 384,821

Indirect As A Percent of Direct

Contractor Initials

12/22/2021
Date

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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

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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	$408,605		$ 7,697,580	$ 268,477		$12,450,357
Seacoast Mental Health Center, Inc.	$161,533		$ 7,450,508	$ 93,472		$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	$161,533		$ 7,450,508	$ 93,472		$12,030,280
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,458,987

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/17/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health Center

6/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/18/2021
Date

DocuSigned by:
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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,433	$ -	$ 165,433	$ -	$ -	$ -	$ 165,433	$ -	$ 165,433
2. Employee Benefits	$ 49,830	$ -	$ 49,830	$ -	$ -	$ -	$ 49,830	$ -	$ 49,830
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,600	$ -	$ 2,600	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Insurance	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,200		$ 1,200				$ 1,200		$ 1,200
9. Software	$ 1,350	$ -	$ 1,350	$ -	$ -	$ -	$ 1,350	$ -	$ 1,350
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,670	$ -	$ 1,670	$ -	$ -	$ -	$ 1,670	$ -	$ 1,670
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 28,818	$ -	$ 28,818	$ -	$ -	$ -	$ 28,818	$ -	$ 28,818
TOTAL	$ 287,100	$ -	$ 287,100	$ -	$ -	$ -	$ 287,100	$ -	$ 287,100

Indirect As A Percent of Direct 0.0%

Contractor Initials

Date 6/22/2021

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program; filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 100 W. Pearl St, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,705,587

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

   2.1.3.1. Benefits eligibility and status.

   2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

   2.1.3.2.1. Supportive services.

   2.1.3.2.2. Substance use treatment; recovery support services.

   2.1.3.2.3. Behavioral health care; psychiatric health care.

   2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

   2.2.1. Obtaining the individual's housing history.

   2.2.2. Assessing individual housing preferences.

   2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2. Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

   2.13.1. Are actively part of the Housing Bridge Subsidy Program.

   2.13.2. Have documented housing related needs not being met by other identified resources within the community.

   2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

   5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

   5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

   5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

   5.2.3.1. Individuals who have experienced homelessness;

   5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

   5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

    7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

    8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Govemor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/27/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Community Council of Nashua, NH d/b/a
Greater Nashua Mental Health Center at Community Council

10/23/2020
Date

DocuSigned by:
Cynthia Whitaker
Name: Cynthia Whitaker
Title: Interim President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/29/2020
Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at Community Council
Budget Request for: Housing Bridge Subsidy Program Services
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 185,432.00	$ -	$ 185,432.00	$ -	$ -	$ -	$ 185,432	$ -	$ 185,432.00
2. Employee Benefits	$ 49,630.00	$ -	$ 49,630.00	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630.00
3. Consultants		$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
Insurance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000.00
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200.00
9. Software	$ 1,350.00	$ -	$ 1,350.00	$ -	$ -	$ -	$ 1,350	$ -	$ 1,350.00
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,670.00	$ -	$ 1,670.00	$ -	$ -	$ -	$ 1,670	$ -	$ 1,670.00
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,618	$ 28,618	$ -	$ -	$ -		$ 28,618	$ 28,618
TOTAL	$ 238,482	$ 28,618	$ 267,100	$ -	$ -	$ -	$ 238,482	$ 28,618	$ 267,100
Indirect As A Percent of Direct		12.0%							

Contractor Initials 03 CW
Date 10/23/2020

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14 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			$2,123,704	$6,519,975	$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details:

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the Individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,868,827
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Craig D. Arnoth, CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On July 26, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Patricia S. Prince

PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

PATRICIA S PRINCE, NOTARY PUBLIC

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/14/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CR
Date 7/26/19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials CA
Date 7/26/19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials CD
Date 7/26/19

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

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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.

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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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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

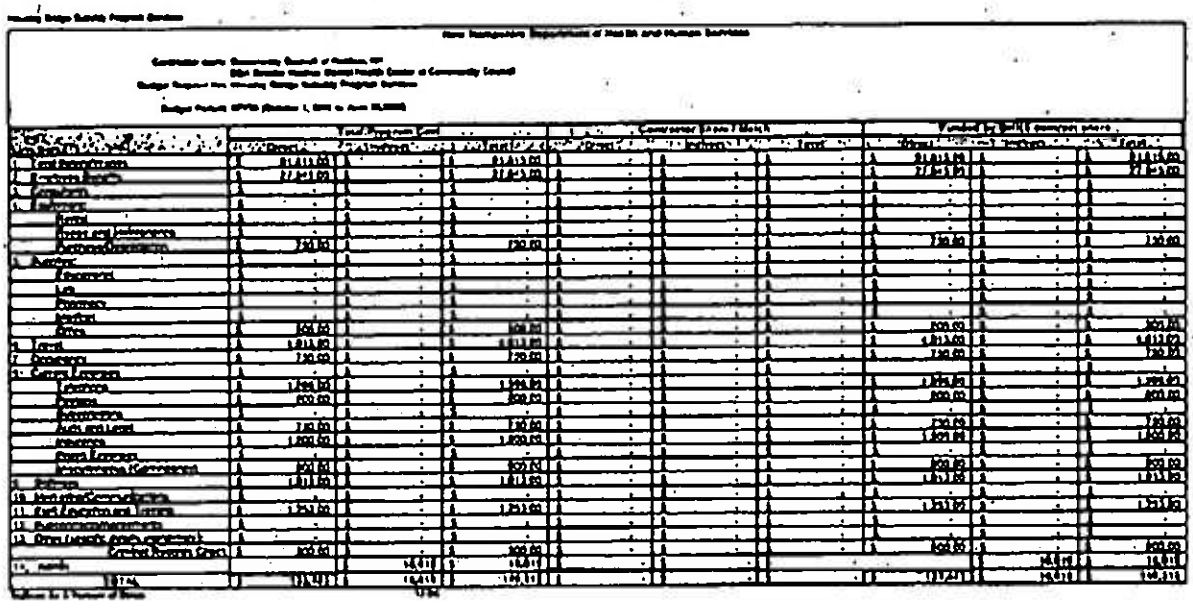

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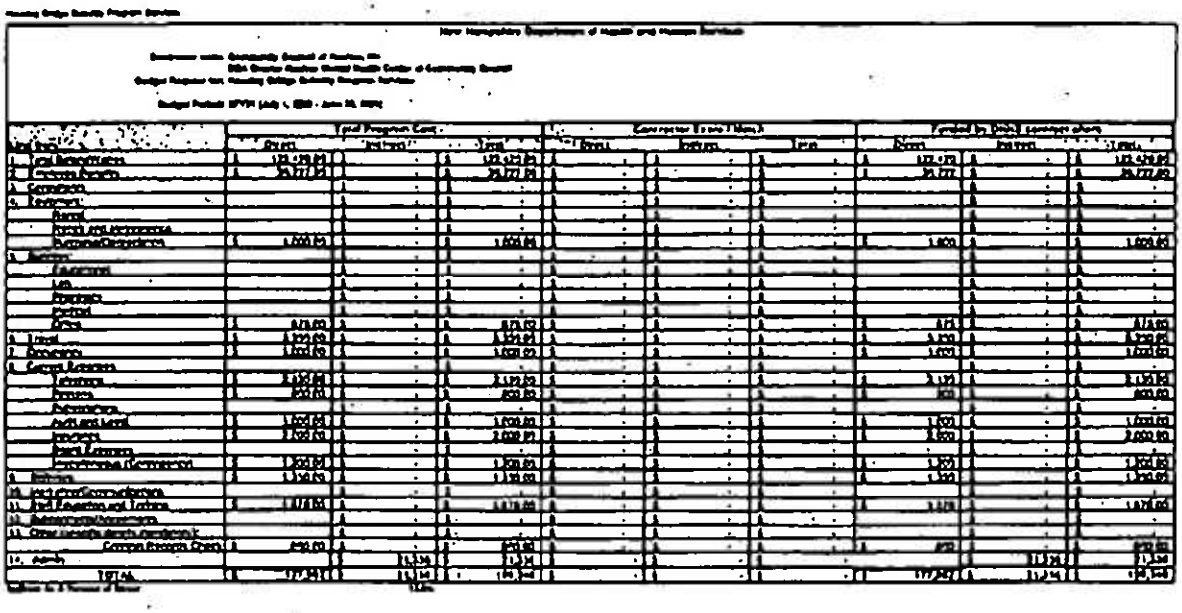
Exhibit B-3 Budget



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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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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: GMMH

July 26, 2019
Date

Name: [illegible]
Title: CEO

CU/DHHS/110713

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 2 of 2

Vendor Initials CA
Date 7/26/19

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: GRMIT

July 26, 2019
Date

Name: Craig D. Arnott
Title: CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Gravity

July 26, 2019
Date

Name: Carrie D. Amott
Title: CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Growth

July 26, 2019
Date

Name: Craig D. Arnott
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: GWMH

July 26, 2019
Date

Name: Craig D. Smith
Title: CEO

Vendor Initials CS
Date 7/26/19

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	(GWMH) Greater Nashua Mental Health
The State	Name of the Vendor
Katja S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Craig D. Arnold
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	July 26, 2019
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: GMHA

July 26, 2019
Date

Name: Craig S. Arnott
Title: CEO

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08124923

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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 Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $25,270,889

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

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Contractor Initials

5/25/2023
Date

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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

5/25/2023
Date

DocuSigned by:
Patricia Carty
0F988FB33E0E400...
Name: Patricia Carty
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
7487348449 41460...

5/30/2023
Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least two (2) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

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2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

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2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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

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housing may be eligible, unless written approval to not provide services is granted by the Department.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

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2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

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2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

DS PL

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

DS PL

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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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.

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PC

2.1.31.3.3. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion**

DS PC

Exhibit A, Amendment #4

2.2.1. The Contractor shall operate a program for adults with serious mental illness that includes independent living units for a minimum of 6 individuals.

2.2.2. The Contractor shall work with the Department to create and enforce programmatic policies and processes approved by the Department.

2.2.3. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:

2.2.3.1. Total number of vacant and occupied beds during the reported period.

2.2.3.2. Total number of individuals referred, admitted and discharged during the reporting period.

2.2.3.3. Length of stay upon discharge.

2.2.3.4. All referral source(s) and discharge locations.

2.2.3.5. Programmatic offerings.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

Contractor Initials DS PC
Date 5/25/2023

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Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 110,288	$ 110,288	$ -
2. Employee Benefits	$ 33,086	$ 33,086	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,900	$ 1,900	$ -
Postage	$ 700	$ 700	$ -
Audit and Legal	$ 900	$ 900	$ -
Insurance	$ 1,800	$ 1,800	$ -
Miscellaneous	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500	$ 1,500	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
14. Admin/Indirect	$ 19,731	$ 19,731	$ -
TOTAL	$ 184,155	$ 184,155	$ -

Indirect As A Percent of Direct

DS PC
Contractor Initials

5/25/2023
Date

Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 110,288	$ 110,288	$ -
2. Employee Benefits	$ 33,086	$ 33,086	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 1,900	$ 1,900	$ -
Postage	$ 700	$ 700	$ -
Audit and Legal	$ 900	$ 900	$ -
Insurance	$ 1,800	$ 1,800	$ -
Miscellaneous	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500	$ 1,500	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
14. Admin/Indirect	$ 19,731	$ 19,731	$ -
TOTAL	**$ 184,155**	**$ 184,155**	**$ -**

Indirect As A Percent of Direct

DS
PC
Contractor Initials

5/25/2023
Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0005750943

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Elaine Michaud, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10/25/2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Patricia Carty, President and Chief Executive Officer
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/15/23

Elaine M Michaud
Signature of Elected Officer
Name: Elaine Michaud
Title: Chairperson of the Board of Directors

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance INSURER B: Philadelphia Indemnity INSURER C: A.I.M. Mutual INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 23-24 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2535063	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2533906	04/01/2023	04/01/2024	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB857095	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2022A	09/12/2022	09/12/2023	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp 3A State: NH
Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for Insured operations usual to Mental Health Services.

CERTIFICATE HOLDER	CANCELLATION
State of NH - DHHS 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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The Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

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BAKER NEWMAN NOYES

Manchester Mental Health Foundation, Inc. and Affiliates

Audited Consolidated Financial Statements
and Supplementary Information

Years Ended June 30, 2022 and 2021
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2022 and 2021

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BAKER NEWMAN NOYES

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800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

We have audited the consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2022 and 2021, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a period of one year after the date that the financial statements are issued or available to be issued.

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To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Baker Newman & Noyes LLC

Manchester, New Hampshire
November 8, 2022

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2022 and 2021

ASSETS

	2022	2021
Current assets:		
Cash and cash equivalents	$10,840,998	$14,209,783
Restricted cash	137,480	120,368
Patient accounts receivable	1,187,922	849,013
Other accounts receivable	1,607,384	1,624,794
Investments – short-term	258,632	258,513
Prepaid expenses	304,071	531,562
Total current assets	14,336,487	17,594,033
Investments – long-term	7,275,866	5,018,804
Assets whose use is limited or restricted	467,465	490,221
Property and equipment, net of accumulated depreciation	14,509,334	14,574,686
Total assets	$36,589,152	$37,677,744

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LIABILITIES AND NET ASSETS

	2022	2021
Current liabilities:		
Accounts payable	$ 334,496	$ 306,072
Accrued payroll, vacation and other accruals	3,255,311	4,707,221
Deferred revenue	82,073	91,157
Current portion of long-term debt	246,442	219,207
Amounts held for patients and other deposits	21,571	22,151
Total current liabilities	3,939,893	5,345,808
Extended illness leave obligation	446,234	489,022
Post-retirement benefit obligation	63,525	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	6,457,883	11,093,409
Total liabilities	10,907,535	16,986,753
Net assets:		
Without donor restrictions	25,214,152	20,200,770
With donor restrictions	467,465	490,221
Total net assets	25,681,617	20,690,991
Total liabilities and net assets	$36,589,152	$37,677,744

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2022 and 2021

	Year Ended June 30, 2022			Year Ended June 30, 2021		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	$30,930,838	$ –	$30,930,838	$28,930,106	$ –	$28,930,106
Fees and grants from government agencies	9,655,292	–	9,655,292	6,388,792	–	6,388,792
Program rental income	317,956	–	317,956	337,996	–	337,996
Interest income	37,024	–	37,024	25,328	–	25,328
Other income	6,066,534	–	6,066,534	7,502,251	–	7,502,251
Total revenues and other support	47,007,644	–	47,007,644	43,184,473	–	43,184,473
Operating expenses:						
Program services:						
Children and adolescents	6,508,139	–	6,508,139	5,834,861	–	5,834,861
Emergency services	1,439,486	–	1,439,486	2,885,744	–	2,885,744
Vocational services	736,943	–	736,943	686,963	–	686,963
Noneligibles	1,713,385	–	1,713,385	1,721,439	–	1,721,439
Multiservice team	10,964,311	–	10,964,311	10,188,358	–	10,188,358
ACT team	4,544,419	–	4,544,419	4,391,943	–	4,391,943
Crisis unit	7,761,365	–	7,761,365	6,305,765	–	6,305,765
Community residences and support living	1,727,509	–	1,727,509	1,476,769	–	1,476,769
HUD residences	160,369	–	160,369	139,905	–	139,905
Housing bridge program	531,045	–	531,045	485,130	–	485,130
Other	4,363,313	–	4,363,313	2,446,068	–	2,446,068
Total program services	40,450,284	–	40,450,284	36,562,945	–	36,562,945
Support services:						
Management and general	4,721,725	–	4,721,725	3,652,098	–	3,652,098
Operating property	633,221	–	633,221	589,935	–	589,935
Interest expense	253,531	–	253,531	373,498	–	373,498
Total operating expenses	46,058,761	–	46,058,761	41,178,476	–	41,178,476
Income from operations	948,883	–	948,883	2,005,997	–	2,005,997

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	Year Ended June 30, 2022			Year Ended June 30, 2021		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income from operations	$ 948,883	$ –	$ 948,883	$ 2,005,997	–	2,005,997
Nonoperating revenue (expenses):						
PPP loan forgiveness	4,442,424	–	4,442,424	–	–	–
Commercial rental income	397,385	–	397,385	402,911	–	402,911
Rental property expense	(299,300)	–	(299,300)	(306,716)	–	(306,716)
Contributions	334,077	11,707	345,784	293,043	7,070	300,113
Net investment gain (loss)	(783,455)	(32,240)	(815,695)	1,121,768	83,513	1,205,281
Dues	(5,040)	–	(5,040)	(5,040)	–	(5,040)
Donations to charitable organizations	–	(2,223)	(2,223)	–	(41,957)	(41,957)
Miscellaneous expenses	(21,592)	–	(21,592)	(3,536)	–	(3,536)
Nonoperating revenue (expenses), net	4,064,499	(22,756)	4,041,743	1,502,430	48,626	1,551,056
Excess of revenues over expenses	5,013,382	(22,756)	4,990,626	3,508,427	48,626	3,557,053
Increase (decrease) in net assets	5,013,382	(22,756)	4,990,626	3,508,427	48,626	3,557,053
Net assets at beginning of year	20,200,770	490,221	20,690,991	16,692,343	441,595	17,133,938
Net assets at end of year	$25,214,152	$467,465	$25,681,617	$20,200,770	$490,221	$20,690,991

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Total Agency	Admin-istration	Total Center Programs	Mental Health: Child/ Adolescents	Mental Health: Emer-gency Services	Mental Health: Voca-tional Services	Mental Health: Non-Eligibles	Mental Health: Multi Service Team	Mental Health: ACT Team	Mental Health: Crisis Unit
Personnel costs:										
Salary and wages	$29,632,593	$ 2,957,479	$26,639,119	$4,617,002	$1,105,984	$ 452,227	$1,230,946	$ 7,392,286	$3,045,411	$4,794,378
Employee benefits	6,997,001	822,261	6,166,881	1,062,906	237,408	106,865	205,470	1,749,177	731,629	1,165,207
Payroll taxes	2,177,129	214,861	1,959,515	342,799	78,381	34,267	92,591	533,142	220,301	358,831
	38,806,723	3,994,601	34,765,515	6,022,707	1,421,773	593,359	1,529,007	9,674,605	3,997,341	6,318,416
Professional fees:										
Client evaluation/services	238,309	76,296	162,013	(3,824)	–	1,027	(1,777)	2,164	2,154	12,683
Audit fees	92,664	8,849	83,815	14,956	–	1,955	5,690	23,676	11,936	18,533
Legal fees	33,101	1,725	31,376	3,065	–	723	1,109	14,066	3,221	3,612
Other professional fees/consultants	173,259	29,225	86,083	10,929	–	1,455	4,074	16,060	8,228	12,899
Staff development and training:										
Journals and publications	17,801	1,413	16,388	1,781	–	181	527	2,292	1,106	1,939
In-service training	(772)	–	(772)	–	–	–	(259)	(495)	–	(18)
Conferences/conventions	117,810	19,494	98,316	8,901	(43)	(2,526)	4,675	16,683	7,639	14,170
Other staff development	287,088	34,349	252,739	21,522	8,305	13,599	2,643	48,853	10,316	130,552
Occupancy costs:										
Rent	6,169	6,169	–	–	–	–	–	–	–	–
Heating costs	14,466	–	9,663	–	–	–	–	–	–	–
Other utilities	366,363	8,392	206,231	46	–	7,148	27	36,781	26,850	88,797
Maintenance and repairs	877,434	23,167	500,118	9,516	75	17,339	5,325	95,409	36,220	230,631
Other occupancy costs	225,386	1,444	43,861	637	–	2,601	375	13,633	5,290	13,140
Rent subsidies	390,003	–	390,003	–	–	–	–	–	–	–
Consumable supplies:										
Office	208,659	61,038	147,584	14,254	338	6,453	6,383	45,993	17,388	30,874
Building/household	52,018	1,082	44,244	13	107	130	5	682	272	41,522
Educational/training	498,602	3,563	495,039	20,620	(3,792)	(377)	10,925	243,820	20,332	157,760
Food	107,631	132	79,149	135	–	–	–	49	4	71,762
Medical	268,439	1,726	266,713	1,323	2,343	188	802	37,684	1,086	75,803
Other consumable supplies	1,117,459	241,584	875,875	149,196	–	22,473	54,522	232,616	113,096	179,650
Depreciation - equipment	322,520	33,742	288,778	47,897	712	9,224	17,227	78,901	37,161	74,184
Depreciation - building	519,083	12,083	224,510	5,806	37	11,504	3,339	63,514	23,253	82,243
Equipment maintenance	37,506	3,166	34,340	4,191	–	828	3,433	7,821	2,988	11,897
Advertising	139,904	16,600	123,304	19,613	–	2,544	8,764	30,914	15,530	25,135
Printing	23,588	9,350	14,238	3,705	–	170	1,524	2,136	539	2,470
Telephone/communication	522,638	39,764	482,874	64,318	3,526	28,911	35,392	159,158	79,564	80,555
Postage and shipping	49,799	29,181	20,618	2,875	–	385	1,094	4,596	2,313	7,850
Transportation:										
Staff	203,871	2,389	201,290	35,188	6,144	11,273	6	35,496	81,674	9,283
Clients	6,018	–	6,018	–	–	–	–	–	–	4,551
Insurance:–										
Malpractice and bonding	100,341	9,458	89,575	15,984	–	2,090	6,081	25,303	12,756	19,807
Vehicles	8,997	859	8,138	1,452	–	190	552	2,299	1,158	1,799
Comprehensive property/liability	156,810	14,574	138,036	24,631	–	3,220	9,370	38,992	19,656	30,522
Membership dues	57,184	4,185	47,959	6,702	(39)	876	2,550	10,610	5,348	8,344
Interest expense	253,531	–	–	–	–	–	–	–	–	–
Other expenditures	86,514	2,636	79,501	3,958	(113)	521	1,514	6,282	3,141	5,714
Total expenditures	46,386,916	4,692,236	40,313,132	6,512,097	1,439,373	737,464	1,714,899	10,970,593	4,547,560	7,767,079
Administration allocation	–	(4,705,061)	4,705,061	766,573	164,131	85,673	207,932	1,316,721	530,297	918,097
Total expenses	$46,386,916	$ (12,825)	$45,018,193	$7,278,670	$1,603,504	$ 823,137	$1,922,831	$12,287,314	$5,077,857	$8,685,176

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	Center							Amoskeag		Foundation
	Com-munity Residence	Suppor-tive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Admin-istration	Program Related	Admin-istration
Personnel costs:										
Salary and wages	$ 313,711	$ 777,054	$ 41,918	$2,753,289	$ 114,913	–	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	80,641	172,929	9,741	634,677	10,231	–	–	7,859	–	–
Payroll taxes	23,374	58,378	3,161	205,395	8,895	–	–	2,753	–	–
	417,726	1,008,361	54,820	3,593,361	134,039	–	–	29,452	17,155	–
Professional fees:										
Client evaluation/services	–	–	24	149,562	–	–	–	–	–	–
Audit fees	1,029	3,169	371	2,500	–	–	–	–	–	–
Legal fees	3,418	1,593	80	489	–	–	–	–	–	–
Other professional fees/consultants	692	2,825	273	28,648	–	39,350	18,601	–	–	–
Staff development and training:										
Journals and publications	95	865	34	7,568	–	–	–	–	–	–
In-service training	–	–	–	–	–	–	–	–	–	–
Conferences/conventions	235	(114)	810	46,607	1,279	–	–	–	–	–
Other staff development	4,822	389	40	11,698	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	9,663	–	–	–	–	–	–	4,803	–
Other utilities	–	41,711	382	4,489	–	96,051	45,400	–	10,289	–
Maintenance and repairs	277	84,806	957	19,563	–	198,455	93,803	–	61,891	–
Other occupancy costs	262	5,549	139	2,235	–	119,323	56,400	–	4,358	–
Rent subsidies	–	–	–	–	390,003	–	–	–	–	–
Consumable supplies:										
Office	440	9,871	517	14,747	326	–	–	37	–	–
Building/household	1	932	7	371	202	–	–	–	6,692	–
Educational/training	694	2,515	(174)	42,708	8	–	–	–	–	–
Food	–	4,580	–	2,619	–	–	–	–	28,350	–
Medical	91	280	34	147,079	–	–	–	–	–	–
Other consumable supplies	9,666	30,416	3,484	76,684	4,072	–	–	–	–	–
Depreciation - equipment	3,109	11,236	1,554	7,573	–	–	–	–	–	–
Depreciation - building	–	30,287	4,319	208	–	179,160	84,683	–	18,647	–
Equipment maintenance	169	1,506	88	1,419	–	–	–	–	–	–
Advertising	1,338	4,123	482	14,861	–	–	–	–	–	–
Printing	125	80	13	3,476	–	–	–	–	–	–
Telephone/communication	1,088	9,184	1,329	19,164	685	–	–	–	–	–
Postage and shipping	198	609	72	626	–	–	–	–	–	–
Transportation:										
Staff	1,232	1,707	–	18,856	431	–	–	–	192	–
Clients	–	969	–	498	–	–	–	–	–	–
Insurance:–										
Malpractice and bonding	1,099	3,388	396	2,671	–	–	–	–	1,308	–
Vehicles	100	308	36	244	–	–	–	–	–	–
Comprehensive property/liability	1,694	5,219	610	4,122	–	–	–	–	4,200	–
Membership dues	461	1,421	4,345	7,341	–	–	–	–	–	5,040
Interest expense	–	–	–	–	–	251,875	–	–	1,656	–
Other expenditures	492	1,708	98	56,186	–	–	–	–	841	3,536
Total expenditures	450,553	1,279,156	75,140	4,288,173	531,045	884,214	298,887	29,489	160,382	8,576
Administration allocation	51,635	146,860	9,012	451,657	56,473	–	–	–	–	–
Total expenses	$ 502,188	$1,426,016	$ 84,152	$4,739,830	$ 587,518	$ 884,214	$ 298,887	$ 29,489	$ 160,382	$ 8,576

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2021

	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Multi Service Team	Mental Health ACT Team	Mental Health Crisis Unit
Personnel costs:										
Salary and wages	$26,341,843	$ 2,262,815	$24,043,033	$4,068,523	$1,975,312	$ 397,322	$1,216,067	$ 6,866,994	$2,915,396	$3,987,676
Employee benefits	6,547,426	730,361	5,809,206	1,043,623	471,359	102,241	217,253	1,660,254	749,446	947,223
Payroll taxes	1,947,192	160,804	1,783,634	300,819	148,110	31,131	91,774	495,283	216,111	314,815
	34,836,461	3,153,980	31,635,873	5,412,965	2,594,781	530,694	1,525,094	9,022,531	3,880,953	5,249,714
Professional fees:										
Client evaluation/services	83,425	62,041	21,384	(5,292)	–	2,239	28,658	11,279	4,618	4,057
Audit fees	89,442	8,542	80,900	14,436	6,189	1,887	5,492	22,852	11,520	11,699
Legal fees	19,247	1,388	17,859	2,295	984	829	873	6,707	3,214	1,860
Other professional fees/consultants	103,339	10,241	53,248	10,868	5,056	1,422	4,055	14,456	7,458	6,755
Staff development and training:										
Journals and publications	13,980	1,123	12,857	1,645	536	163	475	1,977	996	1,273
Conferences/conventions	55,395	3,990	51,405	9,805	5,331	357	1,426	14,783	7,553	5,399
Other staff development	204,973	9,405	195,568	11,553	31,340	29,717	372	35,595	7,335	57,241
Occupancy costs:										
Rent	9,600	9,600	–	–	–	–	–	–	–	–
Heating costs	13,333	–	8,073	–	–	–	–	–	–	–
Other utilities	395,067	10,563	210,010	–	28,547	6,870	–	35,335	23,436	76,633
Maintenance and repairs	778,805	18,093	478,303	7,098	35,312	19,876	3,977	109,154	41,118	172,337
Other occupancy costs	239,235	40	48,260	–	109	654	–	3,361	1,329	37,039
Rent subsidies	306,580	–	306,580	–	–	–	–	–	–	–
Consumable supplies:										
Office	200,932	66,201	134,731	14,624	10,847	4,052	11,061	40,276	13,161	19,891
Building/household	78,966	2,210	66,432	1,104	4,494	882	420	5,544	2,382	45,402
Educational/training	623,514	7,656	615,858	21,224	7,963	218	13,841	223,392	39,398	143,588
Food	103,604	98	77,937	2	–	–	–	–	9	73,286
Medical	73,854	1,713	72,141	1,524	653	148	223	9,161	1,586	57,355
Other consumable supplies	876,189	139,331	736,858	130,119	58,148	16,961	49,006	204,446	102,532	104,977
Depreciation - equipment	238,996	21,818	217,178	36,385	16,448	7,700	12,634	59,203	27,647	39,151
Depreciation - building	518,845	12,295	222,855	5,806	10,574	11,516	3,339	63,570	23,275	73,429
Equipment maintenance	19,696	1,616	18,080	3,840	1,013	362	2,250	4,762	2,024	1,914
Advertising	85,407	7,303	78,104	12,604	5,537	1,635	5,759	19,822	9,959	11,089
Printing	14,111	826	13,285	1,654	1,078	63	1,136	1,350	348	1,402
Telephone/communication	479,655	31,983	447,672	57,179	26,779	30,003	29,696	159,863	72,194	47,645
Postage and shipping	54,814	23,529	31,285	4,269	3,580	558	1,624	6,758	3,406	8,420
Transportation:										
Staff	155,564	1,176	153,851	26,509	7,174	11,261	–	28,781	62,454	4,585
Clients	5,067	–	5,067	–	–	–	–	–	–	3,537
Insurance:–										
Malpractice and bonding	111,688	17,773	92,605	16,525	7,085	2,160	6,286	26,159	13,188	13,392
Vehicles	8,756	836	7,920	1,413	606	185	538	2,237	1,128	1,145
Comprehensive property/liability	148,459	13,733	130,526	23,209	9,951	3,034	8,829	36,741	18,522	18,809
Membership dues	53,661	4,131	44,490	6,982	2,994	913	2,656	11,053	5,572	5,808
Interest expense	373,498	4,192	40,557	7,085	3,038	1,029	2,695	11,747	5,865	5,742
Other expenditures	161,567	(20,589)	135,845	4,516	2,635	604	1,719	7,210	3,628	6,933
Total expenditures	41,535,725	3,626,837	36,463,597	5,841,946	2,888,782	687,992	1,724,134	10,200,105	4,397,808	6,311,507
Administration allocation	–	(3,626,837)	3,626,837	595,154	311,715	76,445	190,330	1,051,730	465,334	668,470
Total expenses	$41,535,725	$ –	$40,090,434	$6,437,100	$3,200,497	$ 764,437	$1,914,464	$11,251,835	$4,863,142	$6,979,977

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	Center							Amoskeag		Foundation
	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Administration	Program Related	Administration
Personnel costs:										
Salary and wages	$ 273,159	$ 596,108	$ 43,805	$1,575,146	$ 127,525	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	82,694	175,196	10,319	330,119	19,479	–	–	7,859	–	–
Payroll taxes	21,464	48,098	3,263	104,424	8,342	–	–	2,754	–	–
	377,317	819,402	57,387	2,009,689	155,346	–	–	29,453	17,155	–
Professional fees:										
Client evaluation/services	–	–	89	(24,264)	–	–	–	–	–	–
Audit fees	993	3,059	358	2,415	–	–	–	–	–	–
Legal fees	158	486	69	384	–	–	–	–	–	–
Other professional fees/consultants	611	1,893	265	409	–	26,219	13,631	–	–	–
Staff development and training:										
Journals and publications	86	837	706	4,163	–	–	–	–	–	–
Conferences/conventions	387	2,520	35	3,809	–	–	–	–	–	–
Other staff development	6,853	6,474	51	9,037	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	8,073	–	–	–	–	–	–	5,260	–
Other utilities	–	33,111	368	5,710	–	108,057	56,181	–	10,256	–
Maintenance and repairs	165	77,319	1,070	10,718	159	159,731	83,047	–	39,631	–
Other occupancy costs	95	5,617	35	21	–	122,337	63,605	–	4,993	–
Rent subsidies	–	–	–	–	306,580	–	–	–	–	–
Consumable supplies:										
Office	1,115	3,546	266	14,643	1,249	–	–	–	–	–
Building/household	162	4,986	67	989	–	–	–	–	10,324	–
Educational/training	1,043	3,432	453	148,050	13,256	–	–	–	–	–
Food	–	4,580	–	39	21	–	–	–	25,569	–
Medical	29	84	60	1,318	–	–	–	–	–	–
Other consumable supplies	9,016	28,751	3,179	24,632	5,091	–	–	–	–	–
Depreciation - equipment	2,385	8,978	1,062	5,585	–	–	–	–	–	–
Depreciation - building	–	26,782	4,351	213	–	173,591	90,252	–	19,852	–
Equipment maintenance	162	501	60	1,192	–	–	–	–	–	–
Advertising	858	2,643	310	7,888	–	–	–	–	–	–
Printing	28	87	11	6,117	11	–	–	–	–	–
Telephone/communication	1,002	8,396	1,223	12,620	1,072	–	–	–	–	–
Postage and shipping	294	905	106	1,340	25	–	–	–	–	–
Transportation:										
Staff	1,014	1,954	–	9,251	868	–	–	–	537	–
Clients	–	1,257	–	273	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	1,136	3,501	409	2,764	–	–	–	–	1,310	–
Vehicles	97	299	35	237	–	–	–	–	–	–
Comprehensive property/liability	1,596	4,918	575	3,883	459	–	–	–	4,200	–
Membership dues	480	1,630	4,153	2,249	–	–	–	–	–	5,040
Interest expense	487	1,502	181	1,186	–	326,666	–	–	2,083	–
Other expenditures	308	3,358	112	103,829	993	–	–	–	818	45,493
Total expenditures	407,877	1,070,881	77,046	2,370,389	485,130	916,601	306,716	29,453	141,988	50,533
Administration allocation	48,440	108,569	7,959	86,987	15,704	–	–	–	–	–
Total program expenses	$ 456,317	$1,179,450	$ 85,005	$2,457,376	$ 500,834	$ 916,601	$ 306,716	$ 29,453	$ 141,988	$ 50,533

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Change in net assets	$ 4,990,626	$ 3,557,053
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	841,603	757,841
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(11,707)	(7,070)
Net realized and unrealized losses (gains) on investments	1,021,958	(1,095,838)
Gain on forgiveness of PPP loan	(4;442,424)	–
Change in operating assets and liabilities:		
Patient accounts receivable	(338,909)	1,172,594
Other accounts receivable	17,410	791,233
Prepaid expenses	227,491	25,918
Accounts payable	28,424	119,628
Accrued payroll, vacation and other accruals	(1,399,486)	342,481
Deferred revenue	(9,084)	(54,822)
Amounts held for patients and other deposits	(580)	(651)
Postretirement benefit obligation	5,011	(12,479)
Extended illness leave	(42,788)	4,737
Net cash provided by operating activities	898,006	5,611,086
Cash flows from investing activities:		
Purchases of property and equipment	(776,251)	(572,116)
Change in assets whose use is limited or restricted	22,756	(48,626)
Proceeds from sale of investments	1,486,501	2,015,905
Purchases of investments	(4,765,640)	(2,066,949)
Net cash used by investing activities	(4,032,634)	(671,786)
Cash flows from financing activities:		
Restricted contributions	11,707	7,070
Proceeds from issuance of long-term debt	17,253	–
Payments on long-term debt	(246,005)	(234,990)
Net cash used by financing activities	(217,045)	(227,920)
Net change in cash, restricted cash and cash equivalents	(3,351,673)	4,711,380
Cash, cash equivalents and restricted cash at beginning of year	14,330,151	9,618,771
Cash, cash equivalents and restricted cash at end of year	$10,978,478	$14,330,151
Supplemental disclosures:		
Interest paid	$ 296,348	$ 357,832

See accompanying notes.

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1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation had two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which were formally dissolved during the year ended June 30, 2021.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2022, the Center occupies approximately _____ square feet of the approximately 65,000 square feet in the building (the Center occupied 43,000 square feet as of June 30, 2021). The remaining square footage is leased to unrelated third parties.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements include the accounts of the Foundation, the Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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1. **Summary of Significant Accounting Policies (Continued)**

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying consolidated financial statements and has no material liability for unrecognized tax benefits.

Cash, Cash Equivalents and Restricted Cash

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted cash consists of cash received by the Organization for resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying consolidated statements of financial position. The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the consolidated statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position at that sum to the total of the same such amounts shown in the consolidated statements of cash flows:

	2022	2021
Cash and cash equivalents	$10,840,998	$14,209,783
Restricted cash	137,480	120,368
Total cash, cash equivalents and restricted cash	$10,978,478	$14,330,151

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1. **Summary of Significant Accounting Policies (Continued)**

Patient Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

Other Accounts Receivable

Other accounts receivable consists of amounts due from various grants and contracts entered into with the State of New Hampshire and federal government related to providing mental health services, amounts due from third-party managed care organizations and amounts due for services provided to other not-for-profit organizations. The amounts due from not-for-profit organizations and state and federal grants billed to the respective agencies are expected to be fully collectible. Accordingly, no allowance for doubtful amounts has been established. Amounts due from third-party managed care organizations represent management's best estimate of variable consideration expected to be received, and has been constrained to ensure a significant reversal of revenue will not occur.

Property and Equipment and Construction Commitments

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred. At June 30, 2022, the Organization has outstanding construction commitments totaling approximately $3,226,495 to expand an existing facility. Construction of this facility commenced in June 2022 and is expected to be completed in May 2023. A construction loan has been entered into to finance this project. See note 9.

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1. **Summary of Significant Accounting Policies (Continued)**

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Program Service Fees

Program service fee revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These revenues generally relate to contracts with patients in which the Organization's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for services are generally satisfied over a period of less than one day.

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, managed care organizations and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, managed care organizations and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

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1. Summary of Significant Accounting Policies (Continued)

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating revenue (expenses) over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized over time as the related expenditure is incurred. Grant monies that are advanced to the Organization prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the consolidated statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

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1. **Summary of Significant Accounting Policies (Continued)**

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the consolidated statements of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues and expenses. The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2022.

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1. **Summary of Significant Accounting Policies (Continued)**

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was $754,330 and $709,932 for the years ended June 30, 2022 and 2021, respectively.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling $64,478 and $45,395 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling $112,000 for the fiscal year ending June 30, 2023. Liabilities recognized are based on a third party actuarial analysis.

The following table sets forth the change in the Center's extended illness leave plan liability during the years ended June 30:

	2022	2021
Statement of financial position liability at beginning of year	$(489,022)	$(484,285)
Net actuarial gain arising during the year	17,759	4,974
Increase from current year service and interest cost	(64,478)	(50,465)
Contribution made during the year	89,507	40,754
Statement of financial position liability at end of year	$(446,234)	$(489,022)

Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling $833 and $3,434 during the years ended June 30, 2022 and 2021, respectively. The Center expects to make employer contributions totaling $12,100 for the fiscal year ending June 30, 2023.

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1. **Summary of Significant Accounting Policies (Continued)**

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the years ended June 30:

	2022	2021
Statement of financial position liability at beginning of year	$ (58,514)	$ (70,993)
Net actuarial (loss) gain arising during the year	(17,706)	312
Increase from current year service and interest cost	(1,531)	(1,406)
Contributions made during the year	14,226	13,573
Statement of financial position liability at end of year	$ (63,525)	$ (58,514)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its consolidated financial statements.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Recent Accounting Pronouncements

In September 2020, the FASB Issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires organizations to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 was effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021. The adoption of this ASU did not have a significant impact on the consolidated financial statements.

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1. **Summary of Significant Accounting Policies (Continued)**

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's consolidated financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and certain business segments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations if additional restrictions are put in place that limit the Organization's ability to provide in-person services. At the date of these consolidated financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received $428,451 from the $50 billion general distribution fund from the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020 and 2021, the Organization determined that it did not qualify to retain the funds and has recorded the full amount of the Provider Relief Funds received within accrued payroll, vacation and other accruals on the accompanying 2021 consolidated statements of financial position. The Organization repaid the funds in December 2021.

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1. Summary of Significant Accounting Policies (Continued)

During 2020 and 2021, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period was effective for the period of July 1, 2019 through June 30, 2021, and is thereafter reinstated in the year ended June 30, 2022 with corresponding estimates by management of the ultimate settlements reflected in the June 30, 2022 consolidated financial statements.

Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through November 8, 2022 which is the date the consolidated financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 78% and 77% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	2022	2021
Due from clients	$ 117,302	$191,284
Managed Medicaid	172,440	226,030
Medicaid receivable	276,112	269,081
Medicare receivable	76,042	71,902
Other insurance	546,026	90,716
	$1,187,922	$849,013

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3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

	2022	2021
State and federal grants receivable	$1,044,868	$ 903,799
Amounts due from third-party payors	264,062	393,170
Amounts due from other not-for-profit organizations	298,454	327,825
	$1,607,384	$1,624,794

4. Investments and Assets Whose Use is Limited or Restricted

Investments

Investments, stated at fair value, are comprised of the following at June 30:

	2022	2021
Cash and cash equivalents	$1,736,037	$ 21,683
Certificate of deposit	258,632	258,513
Fixed income securities	764,002	777,653
Mutual funds	4,424,204	4,219,468
Marketable alternative investments measured at net asset values	351,623	–
	$7,534,498	$5,277,317

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is as follows at June 30:

	2022	2021
Donor restricted:		
Cash and cash equivalents	$115,565	$ 2,118
Fixed income securities	50,858	75,959
Common stock and mutual funds	301,042	412,144
	$467,465	$490,221

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4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30:

	2022	2021
Interest and dividend income:		
Without donor restrictions	$ 230,343	$ 125,706
With donor restrictions	9,479	9,359
Investment fees:		
Without donor restrictions	(32,216)	(23,846)
With donor restrictions	(1,326)	(1,776)
Net realized gains:		
Without donor restrictions	62,118	238,539
With donor restrictions	2,556	17,759
Net unrealized gains (losses):		
Without donor restrictions	(1,043,700)	781,369
With donor restrictions	(42,949)	58,171
	$ (815,695)	$1,205,281

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

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5. Fair Value Measurements (Continued)

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2022 or 2021.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value (NAV) of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Alternative Investments Measured at NAV

The Organization invests in certain alternative investments that may include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Organization values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

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5. Fair Value Measurements (Continued)

Organization management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the consolidated balance sheet dates are reasonable.

The following table presents by level, within the fair value hierarchy, the Foundation investments and assets limited as to use, as of June 30, 2022 and 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.

Description	Level 1	Level 2	Level 3	Total
2022				
Cash and cash equivalents	$1,766,104	$ –	$ –	$1,766,104
Certificate of deposit	258,632	–	–	258,632
Fixed income:				
Corporate bonds	777,234	–	–	777,234
U.S. Government bonds	20,000	–	–	20,000
Mutual funds:				
Emerging markets equity	115,660	–	–	115,660
Global bond	102,547	–	–	102,547
Global equity – large cap	84,645	–	–	84,645
Intermediate/long-term high quality U.S.	152,739	–	–	152,739
Large cap foreign equity	427,190	–	–	427,190
Large cap U.S. blend equity	1,327,234	–	–	1,327,234
Large cap U.S. value equity	864,508	–	–	864,508
Market neutral	126,675	–	–	126,675
Sector	447,238	–	–	447,238
Short-term bond	284,909	–	–	284,909
Small cap U.S. value equity	268,971	–	–	268,971
Strategic income	252,994	–	–	252,994
Tactical	145,326	–	–	145,326
Ultrashort bond	227,734	–	–	227,734
	$7,650,340	$ –	$ –	7,650,340
Marketable alternative investments measured at NAV				351,623
				$8,001,963

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5. Fair Value Measurements (Continued)

Description	Level 1	Level 2	Level 3	Total
2021				
Cash and cash equivalents	$ 23,801	$ –	$ –	$ 23,801
Certificate of deposit	258,513	–	–	258,513
Fixed income:				
Corporate bonds	853,612	–	–	853,612
Mutual funds:				
Bank loans	107,836	–	–	107,836
Emerging markets bond	45,190	–	–	45,190
Emerging markets equity	220,707	–	–	220,707
Global bond	113,266	–	–	113,266
Intermediate/long-term high quality U.S.	119,332	–	–	119,332
Large cap foreign equity	733,604	–	–	733,604
Large cap U.S. blend equity	1,458,500	–	–	1,458,500
Large cap U.S. growth equity	265,710	–	–	265,710
Large cap U.S. value equity	301,451	–	–	301,451
Market neutral	79,489	–	–	79,489
Sector	455,658	–	–	455,658
Short-term bond	150,310	–	–	150,310
Small cap U.S. value equity	267,085	–	–	267,085
Strategic income	223,212	–	–	223,212
Tactical	90,262	–	–	90,262
	$5,767,538	$ –	$ –	$5,767,538

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	2022	2021
Operating properties:		
Land	$ 1,917,370	$ 1,902,002
Buildings and improvements	14,526,184	14,237,690
Furniture and equipment	3,620,258	3,241,401
Construction in process	308,090	–
	20,371,902	19,381,093
Less accumulated depreciation	(8,744,398)	(7,968,036)
	11,627,504	11,413,057
Commercial rental properties:		
Land	233,658	249,026
Buildings and improvements	3,028,816	3,228,030
	3,262,474	3,477,056
Less accumulated depreciation	(380,644)	(315,427)
	2,881,830	3,161,629
	$14,509,334	$14,574,686

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6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2022 was $841,603 of which $756,920 is reflected in operations and $84,683 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2021 was $757,841 of which $667,589 is reflected in operations and $90,252 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	2022	2021
TUFTS Senior Grant	$55,304	$ 55,000
Miscellaneous deferred revenue	604	13,785
Pearl Manor Seniors Initiative Grant	–	12,722
People With Disabilities First Aid Grant	–	9,650
YEP grant funds	26,165	–
	$82,073	$ 91,157

8. Line of Credit

As of June 30, 2022 and 2021, the Center had available a line of credit with a bank providing for maximum borrowings of $2,500,000. There were no borrowings outstanding at June 30, 2022 and 2021. The line is secured by all business assets of the Center and was not utilized as of June 30, 2022. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2022). The line of credit is due on demand and is set to expire on April 30, 2024.

9. Long-Term Debt

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of $4,390,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bore interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

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9. Long-Term Debt (Continued)

On August 2, 2021, the Organization received approval for full forgiveness from the SBA. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization recorded a gain on extinguishment of long-term debt for the full $4,390,000 and forgiven accrued interest of $52,424 for a total amount recognized of $4,442,424.

On May 25, 2022, the Organization entered into a promissory note with the New Hampshire Housing Finance Authority (NHHFA). NHHFA provides for construction advances and will provide up to $1,500,000 interest free for the use of construction and renovations of 323 Manchester Street in the City of Manchester, New Hampshire. If the Organization remains compliant with the note's requirements, the note will be extinguished in full after a term of thirty years. As of June 30, 2022, $17,253 of the loan has been drawn against incurred construction costs to date.

Long-term debt consisted of the following at June 30:

	2022	2021
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	$5,760,000	$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of $23,433, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	937,289	1,170,293
Note payable to a bank, due July 2025, monthly principal and interest payments of $1,221 at a 3.27% interest rate. Secured by specific real estate	42,959	55,960
Promissory note payable to NHHFA for construction and renovations, no monthly principal or interest payments	17,253	–
PPP loan	–	4,390,000
	6,757,501	11,376,253
Less current portion	(246,442)	(219,207)
Less unamortized debt issuance costs	(53,176)	(63,637)
	$6,457,883	$11,093,409

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2022, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt due within the next five years and thereafter are as follows:

Year ending June 30:	
2023	$ 246,442
2024	246,892
2025	247,362
2026	314,484
2027	292,857
Thereafter	5,409,464
	$6,757,501

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9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2022 and 2021 was $253,531 and $373,498, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of $10,461 is reflected in interest expense at June 30, 2022 and 2021. The remaining balance of $243,070 and $363,037, respectively, is interest related to the above debt for the years ended June 30, 2022 and 2021, respectively.

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	$40,187
2024	10,508
2025	1,255
	$51,950

Rent expense incurred by the Center was $93,751 and $116,031 for the years ended June 30, 2022 and 2021, respectively.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2022 are as follows:

2023	$ 403,574
2024	313,872
2025	194,205
2026	141,626
2027	41,010
	$1,094,287

Rental revenue related to these noncancelable operating leases was $397,385 and $402,911 for the years ended June 30, 2022 and 2021, respectively.

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12. Concentrations of Credit Risk

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors is as follows at June 30:

	2022	2021
Due from clients	38%	39%
Managed Medicaid	11	10
Medicaid receivable	12	10
Medicare receivable	4	4
Other insurance	35	37
	100%	100%

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2022	2021
Purpose restriction:		
Educational scholarships and program related activities	$235,168	$257,924
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	232,297	232,297
	$467,465	$490,221

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2022:

Financial assets at year end:	
Cash and cash equivalents	$10,840,998
Patient accounts receivable	1,187,922
Other accounts receivable	1,607,384
Investments	7,534,498
Financial assets available to meet general expenditures within one year	$21,170,802

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

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Supplementary Information

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2022

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$10,743,578	$ 46,235	$ 44,849	$ 6,336	$10,840,998
Restricted cash	4,059	–	133,421	–	137,480
Patient accounts receivable	1,187,922	–	–	–	1,187,922
Other accounts receivable	1,606,473	(35)	946	–	1,607,384
Due from affiliate	194,390	–	–	(194,390)	–
Investments – short-term	258,632	–	–	–	258,632
Prepaid expenses	302,767	–	1,304	–	304,071
Total current assets	14,297,821	46,200	180,520	(188,054)	14,336,487
Investments – long-term	10,000	7,265,866	–	–	7,275,866
Assets whose use is limited or restricted	–	467,465	–	–	467,465
Property and equipment, net of accumulated depreciation	14,365,512	–	143,822	–	14,509,334
Total assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 332,399	$ –	$ 2,097	$ –	$ 334,496
Accrued payroll, vacation and other accruals	3,252,015	710	2,586	–	3,255,311
Deferred revenue	82,073	–	–	–	82,073
Due to affiliate	–	188,054	–	(188,054)	–
Current portion of long-term debt	231,427	–	15,015	–	246,442
Amounts held for patients and other deposits	19,344	–	2,227	–	21,571
Total current liabilities	3,917,258	188,764	21,925	(188,054)	3,939,893
Extended illness leave, long term	446,234	–	–	–	446,234
Post-retirement benefit obligation	63,525	–	–	–	63,525
Long-term debt, less current maturities and unamortized debt issuance costs	6,429,939	–	27,944	–	6,457,883
Total liabilities	10,856,956	188,764	49,869	(188,054)	10,907,535
Net assets:					
Without donor restrictions	17,816,377	7,123,302	274,473	–	25,214,152
With donor restrictions	–	467,465	–	–	467,465
Total net assets	17,816,377	7,590,767	274,473	–	25,681,617
Total liabilities and net assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$30,930,838	$ –	$ –	$ –	$30,930,838
Fees and grants from government agencies	9,655,292	–	–	–	9,655,292
Program rental income	133,413	–	–	184,543	317,956
Interest income	37,024	–	–	–	37,024
Other income	6,066,511	–	–	23	6,066,534
Total revenues and other support	46,823,078	–	–	184,566	47,007,644
Operating expenses:					
Program services:					
Children and adolescents	6,508,139	–	–	–	6,508,139
Emergency services	1,439,486	–	–	–	1,439,486
Vocational services	736,943	–	–	–	736,943
Noneligibles	1,713,385	–	–	–	1,713,385
Multiservice team	10,964,311	–	–	–	10,964,311
ACT team	4,544,419	–	–	–	4,544,419
Crisis unit	7,761,365	–	–	–	7,761,365
Community residences and support living	1,727,509	–	–	–	1,727,509
HUD residences	–	–	–	160,369	160,369
Housing bridge program	531,045	–	–	–	531,045
Other	4,363,313	–	–	–	4,363,313
Total program services	40,289,915	–	–	160,369	40,450,284
Support services:					
Management and general	4,692,236	–	–	29,489	4,721,725
Operating property	633,221	–	–	–	633,221
Interest expense	251,875	–	–	1,656	253,531
Total operating expenses	45,867,247	–	–	191,514	46,058,761
Income (loss) from operations	955,831	–	–	(6,948)	948,883

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income (loss) from operations	$ 955,831	$ –	$ –	$ (6,948)	$ 948,883
Nonoperating revenue (expenses):					
PPP loan forgiveness	4,442,424	–	–	–	4,442,424
Commercial rental income	397,385	–	–	–	397,385
Rental property expense	(299,300)	–	–	–	(299,300)
Contributions	313,765	20,312	11,707	–	345,784
Net investment gain	–	(783,455)	(32,240)	–	(815,695)
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(2,223)	–	(2,223)
Miscellaneous expenses	–	(21,592)	–	–	(21,592)
Nonoperating revenue (expenses), net	4,854,274	(789,775)	(22,756)	–	4,041,743
Excess (deficiency) of revenues over expenses	5,810,105	(789,775)	(22,756)	(6,948)	4,990,626
Net transfer (to) from affiliate	(2,030,000)	2,030,000	–	–	–
Increase (decrease) in net assets	3,780,105	1,240,225	(22,756)	(6,948)	4,990,626
Net assets at beginning of year	14,036,272	5,883,077	490,221	281,421	20,690,991
Net assets at end of year	$17,816,377	$7,123,302	$467,465	$274,473	$25,681,617

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2022

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2022	$566,631	$3,351,215	$(3,534,004)	$383,842

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 23, 2021	$ 58,209
July 26, 2021	139,634
August 23, 2021	88,604
August 30, 2021	140,269
September 27, 2021	139,908
October 6, 2021	102,644
October 27, 2021	159,717
December 1, 2021	102,644
December 9, 2021	414,178
January 6, 2022	103,268
January 26, 2022	885
January 31, 2022	169,077
February 9, 2022	102,644
February 28, 2022	885
March 3, 2022	20,651
March 10, 2022	102,644
March 15, 2022	18,696
March 16, 2022	17,010
March 23, 2022	568,813
March 28, 2022	123,354
April 22, 2022	337,760
April 22, 2022	117,137
May 4, 2022	17,022
May 11, 2022	102,644
May 26, 2022	25,377
June 3, 2022	243,520
June 21, 2022	100,005
June 22, 2022	16,805
	$3,534,004

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

	Total Agency	Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Mental Health Multi-Service Team
Program service fees:								
Net client fees	$ 160,570	$ –	$ 160,570	(13,067)	46,009	(5,002)	(18,775)	(77,558)
HMO's	2,030,013	–	2,030,013	443,519	184,737	–	438,800	542,624
Blue Cross/Blue Shield	2,486,717	–	2,486,717	525,237	205,955	–	512,628	590,686
Medicaid	23,994,024	–	23,994,024	8,178,378	547,883	427,663	286,336	7,800,737
Medicare	1,140,791	–	1,140,791	1,064	14,016	(2)	198,526	815,675
Other insurance	1,107,993	–	1,107,993	257,717	70,697	(1,675)	223,349	501,863
Other program fees	10,730	–	10,730	156	3,480	–	1,442	1,592
	30,930,838	–	30,930,838	9,393,004	1,072,777	420,984	1,642,306	10,175,619
Local and county government:								
Division for Children, youth and families	8,790	–	8,790	8,790	–	–	–	–
Donations/contributions	340,048	–	340,048	–	–	–	–	25,000
Federal funding path	43,728	–	43,728	–	–	–	–	–
Rental income	317,956	–	133,413	–	–	–	–	–
Interest income	37,024	–	37,024	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,351,215	–	3,351,215	12,926	–	23,158	1,695	6,788
Other revenues	11,978,045	8,500	11,969,522	1,856,119	944,537	147,919	110,937	1,482,211
	16,076,806	8,500	15,883,740	1,877,835	944,537	171,077	112,632	1,513,999
Total program revenues	$47,007,644	$ 8,500	$46,814,578	$11,270,839	$ 2,017,314	$ 592,061	$ 1,754,938	$11,689,618

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 76,882	$ 42,974	$ (703)	$ (948)	$ –	$ 110,758	$ –	$ –
HMO's	15,449	396,169	–	–	–	8,715	–	–
Blue Cross/Blue Shield	42,706	610,940	–	–	–	(1,435)	–	–
Medicaid	2,860,965	2,713,620	661,979	466,321	1,382	48,760	–	–
Medicare	108,949	908	(4)	–	–	1,659	–	–
Other insurance	(56,720)	105,391	–	(667)	–	8,038	–	–
Other program fees	(171)	4,182	–	49	–	–	–	–
	3,048,060	3,874,184	661,272	464,755	1,382	176,495	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Donations/contributions	–	–	–	–	–	315,048	–	–
Federal funding path	–	–	–	–	–	43,728	–	–
Rental income	–	1,911	–	119,701	–	11,801	–	184,543
Interest income	–	–	–	–	–	37,024	–	–
BBH:								
Bureau of Behavioral Health	526,418	2,591,905	295	915	57,885	129,230	–	–
Other revenues	966,756	680,902	35,865	270,113	–	5,136,559	337,604	23
	1,493,174	3,274,718	36,160	390,729	57,885	5,673,390	337,604	184,566
Total program revenues	$ 4,541,234	$ 7,148,902	$ 697,432	$ 855,484	$ 59,267	$ 5,849,885	$ 337,604	$ 184,566

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2021

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$14,075,596	$ 43,916	$ 79,062	$ 11,209	$14,209,783
Restricted cash	4,638	–	115,730	–	120,368
Patient accounts receivable	849,013	–	–	–	849,013
Other accounts receivable	1,623,780	(35)	1,049	–	1,624,794
Due from affiliate	–	821,102	–	(821,102)	–
Investments – short-term	258,513	–	–	–	258,513
Prepaid expenses	530,871	–	691	–	531,562
Total current assets	17,342,411	864,983	196,532	(809,893)	17,594,033
Investments – long-term	–	5,018,804	–	–	5,018,804
Assets whose use is limited or restricted	–	490,221	–	–	490,221
Property and equipment, net of accumulated depreciation	14,426,926	–	147,760	–	14,574,686
Total assets	$31,769,337	$6,374,008	$344,292	$(809,893)	$37,677,744

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 303,975	$ –	$ 2,097	$ –	$ 306,072
Accrued payroll, vacation and other accruals	4,703,925	710	2,586	–	4,707,221
Deferred revenue	91,157	–	–	–	91,157
Due to affiliate	809,893	–	–	(809,893)	–
Current portion of long-term debt	204,192	–	15,015	–	219,207
Amounts held for patients and other deposits	19,923	–	2,228	–	22,151
Total current liabilities	6,133,065	710	21,926	(809,893)	5,345,808
Extended illness leave, long term	489,022	–	–	–	489,022
Post-retirement benefit obligation	58,514	–	–	–	58,514
Long-term debt, less current maturities and unamortized debt issuance costs	11,052,464	–	40,945	–	11,093,409
Total liabilities	17,733,065	710	62,871	(809,893)	16,986,753
Net assets:					
Without donor restrictions	14,036,272	5,883,077	281,421	–	20,200,770
With donor restrictions	–	490,221	–	–	490,221
Total net assets	14,036,272	6,373,298	281,421	–	20,690,991
Total liabilities and net assets	$31,769,337	$6,374,008	$344,292	$(809,893)	$37,677,744

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2021

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$28,930,106	$ –	$ –	$ –	$28,930,106
Fees and grants from government agencies	6,388,792	–	–	–	6,388,792
Program rental income	136,340	–	–	201,656	337,996
Interest income	25,328	–	–	–	25,328
Other income	7,502,187	–	–	64	7,502,251
Total revenues and other support	42,982,753	–	–	201,720	43,184,473
Operating expenses:					
Program services:					
Children and adolescents	5,834,861	–	–	–	5,834,861
Emergency services	2,885,744	–	–	–	2,885,744
Vocational services	686,963	–	–	–	686,963
Noneligibles	1,721,439	–	–	–	1,721,439
Multiservice team	10,188,358	–	–	–	10,188,358
ACT team	4,391,943	–	–	–	4,391,943
Crisis unit	6,305,765	–	–	–	6,305,765
Community residences and support living	1,476,769	–	–	–	1,476,769
HUD residences	–	–	–	139,905	139,905
Housing bridge program	485,130	–	–	–	485,130
Other	2,446,068	–	–	–	2,446,068
Total program services	36,423,040	–	–	139,905	36,562,945
Support services:					
Management and general	3,622,645	–	–	29,453	3,652,098
Operating property	589,935	–	–	–	589,935
Interest expense	371,415	–	–	2,083	373,498
Total operating expenses	41,007,035	–	–	171,441	41,178,476
Income from operations	1,975,718	–	–	30,279	2,005,997

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2021

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income from operations	$ 1,975,718	$ –	$ –	$ 30,279	$ 2,005,997
Nonoperating revenue (expenses):					
Rental income	402,911	–	–	–	402,911
Rental property expense	(306,716)	–	–	–	(306,716)
Contributions	290,684	2,359	7,070	–	300,113
Net investment gain (loss)	–	1,121,768	83,513	–	1,205,281
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(41,957)	–	(41,957)
Miscellaneous expenses	–	(3,536)	–	–	(3,536)
Nonoperating revenue, net	386,879	1,115,551	48,626	–	1,551,056
Excess of revenues over expenses	2,362,597	1,115,551	48,626	30,279	3,557,053
Net transfer (to) from affiliate	(781,715)	781,715	–	–	–
Increase in net assets	1,580,882	1,897,266	48,626	30,279	3,557,053
Net assets at beginning of year	12,455,390	3,985,811	441,595	251,142	17,133,938
Net assets at end of year	$14,036,272	$5,883,077	$490,221	$281,421	$20,690,991

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2021

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2021	$763,954	$2,718,925	$(2,916,248)	$566,631

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 13, 2020	$ 141,892
September 2, 2020	251,671
October 5, 2020	391,777
November 2, 2020	112,104
December 24, 2020	278,768
December 28, 2020	885
January 21, 2021	416,958
January 22, 2021	139,384
March 18, 2021	141,154
March 19, 2021	310,159
April 1, 2021	139,384
April 6, 2021	164,635
April 27, 2021	139,884
April 30, 2021	20,208
June 23, 2021	267,385
	$2,916,248

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2021

			Mental Health					
	Total Agency	Admini-stration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team
Program service fees:								
Net client fees	$ (209,410)	$ –	$ (209,410)	$ (34,518)	$ 165,722	$ (2,603)	$ (58,831)	$ (500,569)
HMO's	2,092,284	–	2,092,284	496,600	243,391	–	461,924	585,327
Blue Cross/Blue Shield	2,416,304	–	2,416,304	448,477	340,069	–	486,498	558,152
Medicaid	22,323,837	–	22,323,837	7,439,458	624,929	301,516	267,310	7,994,247
Medicare	1,380,071	–	1,380,071	1,747	16,975	(91)	241,616	980,440
Other insurance	955,847	–	955,847	197,560	31,197	4,563	147,378	355,923
Other program fees	(28,827)	–	(28,827)	(460)	(10,079)	–	(3,912)	(4,462)
	28,930,106	–	28,930,106	8,548,864	1,412,204	303,385	1,541,983	9,969,058
Local and county government:								
Division for Children, youth and families	3,540	–	3,540	3,540	–	–	–	–
Federal funding path	43,728	–	43,728	–	–	–	–	–
Rental income	337,996	–	136,340	–	–	–	–	–
Interest income	25,328	–	25,328	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	1,628,880	–	1,628,880	–	440,880	–	–	–
Other	1,042,777	–	1,042,777	–	–	–	–	–
Other revenues	11,172,118	–	11,172,054	2,151,621	1,022,940	187,570	94,111	2,167,105
	14,254,367	–	14,052,647	2,155,161	1,463,820	187,570	94,111	2,167,105
Total program revenues	$43,184,473	$ –	$42,982,753	$10,704,025	$ 2,876,024	$ 490,955	$ 1,636,094	$12,136,163

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ (96,345)	$ 228,559	$ (20)	$ (295)	$ –	$ 89,490	$ –	$ –
HMO's	3,856	295,303	–	–	–	5,883	–	–
Blue Cross/Blue Shield	61,761	520,158	–	–	–	1,189	–	–
Medicaid	2,760,953	1,880,488	501,556	482,720	1,536	69,124	–	–
Medicare	134,412	4,952	20	–	–	–	–	–
Other insurance	89,370	118,106	–	(24)	–	11,774	–	–
Other program fees	(473)	(12,370)	–	(144)	–	3,073	–	–
	2,953,534	3,035,196	501,556	482,257	1,536	180,533	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	43,728	–	–
Rental income	–	2,023	–	129,425	–	4,892	–	201,656
Interest income	–	–	–	–	–	25,328	–	–
BBH:								
Bureau of Behavioral Health	450,000	675,000	–	–	63,000	–	–	–
Other	–	1,042,777	–	–	–	–	–	–
Other revenues	1,254,408	1,747,929	49,319	339,711	1,368	1,707,222	448,750	64
	1,704,408	3,467,729	49,319	469,136	64,368	1,781,170	448,750	201,720
Total program revenues	$ 4,657,942	$ 6,502,925	$ 550,875	$ 951,393	$ 65,904	$ 1,961,703	$ 448,750	$ 201,720

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023

Elaine Michaud, *Board Chair*; Supervisor, Neighborhood & Family Health, Manchester Health Department
Board Term: 3 years, May 2021 through September 2024

Michael Reed, *Board Vice Chair*; Stebbins Commercial Properties, LLC
Board Term: 6 years, October 2019 through September 2025

Brent Kiley, *Board Treasurer*; Managing Director, Rise Private Wealth Management
Board Term: 6 years, October 2017 through September 2023

Philip Alexakos, *Board Secretary*; Chief Operations Officer, Manchester Health Department
Board Term: 6 years, October 2021 through September 2027

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Board Term: 6 years, October 2019 through September 2025

Ronald Caron, Attorney, Devine Millimet Law Firm
Board Term: 6 years, October 2019 through September 2025

Courtney Carrier, Project Designer, Lavallee Brensinger Architects
Board Term: 6 years, October 2021 through September 2027

Lt. Derek Cataldo, Legal and Professional Standards Division, Manchester NH Police Dept.
Board Term: 6 years, November 2021 through September 2027

Stacy Champey, Multi-Tiered System of Support District Coach, Manchester School District
Board Term: 6 years, June 2022 through October 2028

Jeff Eisenberg, President, EVR Advertising
Board Term: 6 years, October 2018 through September 2024

Desneiges French, Senior Accountant, Wipfli
Board Term: 6 years, October 2019 through September 2025

Beth Gutoff, Compliance and Privacy Officer, Elliot Health System
Board Term: 6 years, October 2021 through September 2027

David Harrington, Human Resources Consultant, Insource Services Inc.
Board Term: 6 years, October 2017 through September 2023

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2022 - 2023

Dr. Joohahn Kim, Associate Medical Director, Dartmouth Hitchcock Community Group Practices, Adult Primary Care & Urgent Care
Board Term: 6 Years, October 2022 through October 2028

Kibar Moussoba, Senior Program Manager, Employee Engagement – Talent Engagement & Inclusion, Southern New Hampshire University
Board Term: 6 Years, October 2022 through October 2028

Connie Roy-Czyzowski, Retired, Former VP of Human Resources at Delta Dental
Board Term: 6 Years, October 2022 through October 2028

Leo Simard, Senior Vice President, Director of Retail Sales & Member Experience, St. Mary's Bank
Board Term: 6 Years, October 2022 through October 2028

William Stone, President and CEO, Primary Bank
Board Term: 6 years, May 2020 through September 2026

Dr. Andrew Watt, Chief Information Officer, Catholic Medical Center
Board Term: 6 Years, June 2022 through October 2028

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Betsy L. Cook

EXPERIENCE:

March 2019 – Present: **DIRECTOR OF ACCOUNTING**
March 2017 – March 2019: **SENIOR ACCOUNTANT**
November 2016 – March 2017: **BENEFITS SPECIALIST**

The Mental Health Center of Greater Manchester
2 Wall Street
Manchester NH

Responsibilities:

Manage all phases of accounting for the organization. Directly supervise staff of 5 accounting professionals. Oversee all aspects and processes in the accounting department. Prepare and participate in all Financial and governmental audits. Maintain and oversee all aspects of federal grant reporting. Report directly to the CFO.

Oct 2015 – July 2016: **VARIOUS TEMP POSITIONS WHILE ATTENEDING SCHOOL FOR CPC CERTIFICATION**

December 1999 – September 2015: **CONTROLLER**
March 1998-March 1999: Accounts Receivable Clerk

Mill Steel Corporation
62 Maple Street
Manchester NH

Responsibilities:

Manage all phases of accounting for corporation. Directly supervise staff of 5 accounting professionals. Preparation of all financial statements and maintenance of all aspects of the GL. Process payroll to include all quarterly and year end payroll taxes. Obtained and maintained all business and employee Insurance policies. Maintenance of SPLUS software. Established relations with banking, insurance, computer and outside accounting professionals. Report directly to the CEO.

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March 1999 - December 1999: **JR. ACCOUNTANT**

Kerk Motion Products
One Kerk Drive
Hollis NH

Responsibilities:

Accounts Receivable, Collections, Credit approvals, Customer Billing, Month end closing, GL maintenance, Cash Management. Maintained relations with customers overseas. Calculated currency exchanges for multiple countries and performed and received daily wire transfers. Reported directly to the Controller.

March 1996 - March 1998: **OFFICE MANAGER**

NEPCO (Northeast Pump Company)
28 Charron Avenue
Nashua NH

Responsibilities:

Accounts Payable, Accounts Receivable, Credit, Order Entry, Inventory Maintenance, Collections, Job Cost Analysis, Month End Closing and Reporting, Cash Management, Bank reconciliation's and Maintenance of MAS90 Software. Reported directly to Controller/Owner.

March 1992 - March 1996: **A/P CLERK**

Z-Flex U.S., Incorporated
20 Commerce Park North
Bedford NH

Responsibilities:

Accounts Payable for three branches, Inventory Maintenance, Cash Management, Vendor Maintenance, Month end accounts processing and reporting, Outside Sales Commissions, Freight Cost Analysis, Financial Accounts Maintenance, Customer Billing, Order Entry.

EDUCATION:

Associates Degree in Accounting, March 1998, Southern NH University
High School Diploma, 1991, Manchester Central High School

REFERENCES FURNISHED UPON REQUEST

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Timothy J Larochelle

Objective

Work Experience

Mental Health Center of Greater Manchester Residential,
Housing Outreach Team, Housing Bridge Program Coordinator **2022-Present**

Manchester, NH

- Managing staff and consumers across 3 residential facilities
    - Coordinating admission and discharge of patients from the program
- Managing staff and program deliverables in the community of Housing Outreach Team
    - Coordinating admission and discharge of patients from the program
- Managing staff and coordinating housing options across the community in the Housing Bridge Program

Mental Health Center of Greater Manchester Residential Supervisor **2016-2022**

Manchester, NH

- Managing staff and consumers at a 16-bed residence at the Mental Health Center of Greater Manchester
- Supervising staff and monitoring deliverable services to consumers
- Leading Residential group supervisions
- Providing staffing and supervisory coverage at the other two residences on an as needed basis
- Attending Treatment Team meetings to problem solve concerns for consumers
- Working alongside Treatment Teams to identify goals for consumers to work on through their time in the Residential Program
- Maintaining spending budget
- Ordering and managing office supplies
- Supporting consumers in community integration
- Advocating for consumers to get their needs met
- Supporting consumers through crisis
- Assisting consumers with tending to Activities of Daily Living

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Timothy J Larochelle

- Monitoring daily medications
- Documenting services

Mental Health Center of Greater Manchester Residential Specialist **2013-2016**

Manchester, NH

- Coordinating physical and mental wellness care for 12 consumers living in one of the residences at the Mental Health Center of Greater Manchester
- Supporting consumers in community integration
- Advocating for consumers to get their needs met
- Supporting consumers through crisis
- Assisting consumers with tending to Activities of Daily Living
- Monitoring daily medications
- Documenting services
- Filling in for supervisors at Treatment Team meetings to problem solve concerns for consumers

Hillsborough County Nursing Home Dietary Department **2007-2013**

Goffstown, NH

- Receiving deliveries, stocking shelves, organizing storage
- Helping with food preparation and cooking
- Setting up meal trays for residents

Education

University of New Hampshire at Manchester, Manchester, NH **2009-2013**

- Graduated *Magna Cum Laude* with Bachelor of Arts in Psychology

Trainings

- Cognitive Behavioral Therapy
- CPR/First Aid Certified
- Crisis Prevention and Intervention
- Dialectical Behavioral Therapy
- Illness Management and Recovery
- Integrated Treatment for Co-Occurring Disorders
- Mindfulness
- Motivational Interviewing

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Jennifer Paris, LICSW

SKILLS AND ABILITIES

- Supervisory experience
- Strong critical thinking and problem solving skills
- Clinical and case management work
- Assessing and improving program deliverables
- Assertive Community Treatment
- Training and consultation
- MI, Stages of Change, IMR, IDDT, EBSE
- Emergency assessments
- Diagnostic assessments
- Working knowledge of NH's mental health system
- Experience with internal and external audits and fidelity reviews

EXPERIENCE

Mental Health Center of Greater Manchester, Manchester, NH

Associate Director | 01/2021 – Present

- Clinical, administrative and programmatic oversight of ACT, IPS-SE, Housing Bridge, and Intake in the adult, Community Support Services Department
- Ensuring program deliverables meet fidelity and meet expectations of the state Settlement Agreement
- Participating on internal and external committees and boards

Coordinator of Intake and Community Connections | 01/2019 – 01/2021

- Managing a team of 8 Master's level clinicians for the Intake department and Community Connections program
- Administrative oversight of clinical work and client charts to ensure accuracy and consistency with State rules and agency policies
- Engaging in clinical discussion around symptoms and functioning to best determine diagnosis and most appropriate level of care for each client entering treatment
- Conflict management at the employee and consumer level
- Collaborating with various community entities and stakeholders, including courts, correctional facilities, area agencies, and outside treatment providers
- Running weekly reports and performing other administrative duties to ensure program deliverables are being met

Coordinator of Residential, InSHAPE and Housing Outreach services | 09/2016 – 01/2019

- Managing 3 residential houses with 50+ clients
- Responsible for maintaining certified residential status with the State of NH
- Managing community-based services and overseeing staff that provide FSS services
- Managing and developing an Evidence-Based health and wellness program known as InSHAPE
- Responsible for developing community partnerships
- Leading weekly Illness Management and Recovery (IMR) group supervisions
- Co-leading trainings that offer CEUs to help further professionals' clinical practices

Assistant Coordinator and Cognitive Specialist | 08/2015 – 12/2016

- Supervising and co-managing a team of ten staff on an Evidence-Based Practice team
- Hiring, orienting and aiding in professional growth of staff

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- Providing cognitive interventions, including compensatory strategies and cognitive remediation
- Co-leading trainings that offer CEUs to help further professionals' clinical practices

ACT Clinical Case Manager | 05/2013 – 08/2015

- Managing a caseload of 15+ clients on a high-need ACT team
- Crisis assessment and intervention in the community and local emergency departments
- 24/7 on-call duties
- Evidence-based, culturally competent interventions

Clinical Case Manager Intern | 06/2012 – 05/2013

- Responsible for providing a wide range of intensive community-based therapeutic services to children, adolescents and families with a mental health diagnosis
- Acknowledge the impact of multiple systems and the environment on individuals and maintain a strong focus on family therapy

Instructor for the Child Impact Program (per diem) | 05/2013 – Present

- Co-teaching a court-mandated class to provide parents with the information they need to successfully raise children in a co-parenting relationship

Residential Counselor (per diem) | 06/2012 – 05/2013

- Supporting mental health residents with making healthy living choices, ADL reinforcement, access to medications and counseling

Mental Health Employment Specialist | 08/2009 – 05/2012

- Assisting individuals with symptom management and building on strengths to aid in their ability to obtain and maintain competitive employment within the community

OTHER EXPERIENCE

Granite State College, Concord, NH

Adjunct Professor | 03/2016 – 06/2018

- Creating and managing an online, college-level, educational environment that promotes knowledge acquisition and self-learning

University of New Hampshire, Durham, NH

Graduate Research Assistant | 05/2012 – 05/2013

- Working with graduate level professors to find, analyze, and summarize previously conducted research and conducting new scientific studies to support growth in the field

EDUCATION

Master's in Social Work | University of New Hampshire, Durham, N.H | May 2013

Bachelor's in Social Work | University of New Hampshire, Durham, N.H | May 2009

LICENSURE/CREDENTIALS

Licensed Independent Clinical Social Worker, December 2015

Personal Trainer Certification (ACE), 2017

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E-IMR and IPS Train-the-Trainer

MEMBERSHIPS/AWARDS

University of New Hampshire Social Work Advisory Board | 2018- present

Mental Health Center of Greater Manchester- Customer Service Award | 2018

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Jonathan Routhier

Overview of Qualifications

- Twenty-eight years of progressive clinical and administrative leadership in behavioral health care and developmental disability services organizations.
- Results-oriented experience as a program and financial manager in both start-up and mature organizations
- Exceptional communication, analytical and facilitation skills
- Integrated knowledge of financial, program and administrative operations
- A fun, creative and team-oriented work ethic

Work Experience

Executive Vice President and Chief Operating Officer, The Mental Health Center of Greater Manchester, Manchester, NH (January 2022-present)

- Responsible for integrating the strategic plan through the clinical services programs
- Provide management oversight for the development of high quality, cost-effective programs
- Address operational problems in a manner that optimizes patient well-being
- Analyze clinical, financial and legal data
- Maintain clinical knowledge to redesign innovative systems and develop new models of care.

Executive Director, Community Support Network, Inc. (CSNI)
Concord, NH (August 2016-January 2022)

- Responsible for leadership of all operations, strategic planning and execution for statewide association of Area Agencies
- Responsible for budget development and management, human resources management and vendor contracts
- Report monthly to Board of Directors on all aspects of CSNI operations
- Develop and sustain productive working relationships with state government entities including Governor, Legislature and Department of Health and Human Services
- Work closely with contracted lobbyist to plan and execute legislative strategy
- Develop new program offerings to benefit membership

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- Collaborate with provider agencies, vendors and other associations and groups to support the mission of CSNI.
- Member and current Vice Chair of the Medical Care Advisory Committee, providing stakeholder input to the Director of Medicaid for the State of New Hampshire

Chief Operating Officer, WestBridge, Inc., Manchester, NH (January 2008-January 2014).

- Provided ongoing clinical consultation and supervision to Assertive Community Treatment teams and Residential Program teams.
- Provided leadership to quality improvement department
- Led efforts resulting in three-year accreditation by the Council on Accreditation of Rehabilitation Facilities.
- Developed and implemented outcome measurement system in collaboration with Dartmouth Psychiatric Research Center
- Implemented Electronic Medical Record system
- Direct liaison to corporate counsel, auditors, and accrediting body
- Directed the implementation of customer relationship management system (Salesforce)

Chief Financial Officer, WestBridge, Inc, Manchester, NH (April 2002-June 2016).

- Supervised team of finance staff
- Directly responsible for providing financial information to Board of Directors
- Provided financial leadership in start-up organization
- Developed budgets, data input and reporting processes, and accounting procedures consistent with FASB requirements for non-profit organizations
- Provided fiscal, managerial, and operational leadership to program directors and team leaders.
- Shared responsibility for development and achievement of strategic goals
- Oversaw and coordinated all real estate transactions
- Ensured appropriate loss protection exists for organization
- Oversaw marketing and business development efforts
- Oversaw human resources administration

Director of Contracts and Reimbursement, The Mental Health Center of Greater Manchester, Manchester, NH (December 2000-April 2002).

- Oversaw all financial intake, billing, reimbursement and accounts receivable functions for 19 million dollar budget agency
- Member of Senior Leadership Team, reporting directly to CEO
- Negotiated reimbursement rates with third party payors
- Completed and monitored all contracts with managed care organizations

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- Presented monthly reports to Board of Directors
- Wrote and implemented new financial policies to enhance agency's financial performance
- Chaired Ethics Committee

Director of Quality and Utilization Management, The Mental Health Center of Greater Manchester (April 1997-December 2000).

- Facilitated budget planning process and led efforts in cost control
- Developed and implemented agency performance measurement system
- Led efforts to ensure re-accreditation by the Joint Commission on Accreditation of Healthcare Organizations
- Directed several quality improvement teams
- Trained and oriented staff at all levels in quality improvement methods
- Co-led efforts resulting in the 2000 Granite State Quality Commitment Award
- Assisted with conversion to new information system by designing and charting new work flows
- Oversaw the implementation of systems to determine appropriate leveling of care and monitoring of service utilization to maximize clinical resources and maintain compliance with state eligibility criteria.
- Conducted utilization reviews for acute psychiatric residential treatment program to ensure appropriate length of stay, discharge planning and coordination of care.

Director of Gemini House, The Mental Health Center of Greater Manchester (May 1995-April 1997).

- Conducted all initial assessments of clients referred to this residential program for adults with co-occurring disorders
- Directed staff of twelve professionals and paraprofessionals
- Responsible for hiring, training, evaluation, supervision and termination of staff; building maintenance and security; compliance with federal, state and local regulations
- Provided consultation to international visitors
- Created brochures and other marketing materials highlighting the success of the program

Clinical Case Manager, The Mental Health Center of Greater Manchester (May 1993-May 1995).

- Directed interdisciplinary treatment for adults with severe mental illness and addiction disorders
- Provided individual, group and family psychotherapy; after-hours crisis intervention
- Helped clients access community resources, jobs, medical care, benefits and other necessities
- Assisted with ongoing research efforts

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Education

Master of Business Administration, Franklin Pierce College, Concord, NH (2002).

Master of Social Work, Boston University, Boston, MA (1993).

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH (1991).

Volunteer Experience

NH Fiscal Policy Institute, Concord ,NH (2018-present)
Serve as Treasurer and member of the board of directors.

National Alliance on Mental Illness New Hampshire, Concord, NH (2007-2013). Served as member of Board of Directors for two consecutive terms. Served as NAMI Walks Chairperson 2007-2010, Vice President 2011-2012 and President 2012-2013.

Friends of Recovery New Hampshire, Manchester, NH (2003-2006). Served as Treasurer and member of Board of Directors.

Manchester Community Resource Center, Manchester, NH (2002-2006). Served as Treasurer and member of Board of Directors.

Youth sports coach, 2006-2017. Coached baseball, basketball, football and lacrosse for ages 5-13 in Goffstown, Dunbarton and Bow.

References available upon request.

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PATRICIA CARTY, MS, CCBT

President and CEO

Directs agency activities in collaboration with members of Senior Leadership Team and actively analyzes information in order to develop strategic short- and long-range goals and objectives. Facilitates meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Delegates, Coordinates, and Monitors activities, resources, costs and results. Understands and incorporates The Center's Mission, Vision and Guiding Values and Principles in all areas of performance. Positively exchanges information and represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. Ensures fiscal integrity of the organization by monitoring budgets, investments, resources and agency assets. Works with the Bureau of Behavioral Health, NH Community Behavioral Health Association and others in state government to advocate for the needs of the individual and families served by MHCGM to secure adequate funding.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

4/2022-present	President and CEO
7/2015- 4/2022	Executive Vice President/Chief Operating Officer
2000 – 7/2015	Director of Community Support Services
1996 – 2000	Assistant Director of Community Support Services
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital
1987 – 1990	Counselor, Restorative Partial Hospital
1986 – 1987	Residential Specialist

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES, CERTIFICATIONS, BOARDS AND AWARDS

- 6/2022 - present Community Behavioral Health Association-Treasurer, Executive Committee
- 1/2021 - present, NH Fiscal Policy Institute-Board Member
- 2019 Outstanding Woman in Business Award Recipient-NH Business Review
- National Association of Cognitive Behavioral Therapists
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire MHCGM-DBT treatment program

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PATRICIA CARTY, MS, CCBT
President and CEO

PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

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PAUL J. MICHAUD
MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSIP POSITIONS

Chief Financial Officer	The Mental Health Center Of Greater Manchester (NH)	2011 to present
Controller	Associated Home Care, Inc. Beverly, MA	2009 to 2011
Chief Financial Officer	Seacoast VNA, North Hampton, NH	1998 to 2009
Manager, Public Accounting	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
Director, Budget & Cost / Controller	BCBS of Maine, So. Portland, ME	1993 to1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration , cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcarefacilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
Financial oversight during period of 100% revenue growth
Financial oversight during period of national Top 500 Agency Status
Financial oversight during period of 300% reduction in Days in A/R
One-year oversight – due diligence process – Merger with $50 million entity

Audit / Consulting Manager
Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998
Provided consultation and advisory services to hospitals , nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

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Budget Director, Finance Division, Budget & Cost Department
Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of $70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary
Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting
Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine
Masters of Science in Business Administration (MSB – Accounting Concentration) 1990
Husson College, Bangor, Maine
Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs *(Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER)*

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CONTRACTOR NAME: The Mental Health Center of Greater Manchester, Inc.
NAME OF PROGRAM: SS-2020-DBH-01-HOUSE-07 Bridge Subsidy Program Contract

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
BETSY COOK	Director of Accounting	$ 89,752	1.00 %	$ 897.52
TIMOTHY LAROCHELLE	Housing Bridge Program Coordinator	$ 74,610	30.00 %	$ 22,383.00
JEN PARIS	Asst. Division Director	$ 87,630	30.00 %	$ 26,286.00
JONATHAN ROUTHIER	Executive VP /Chief Operating Officer	$ 125,008	0.5 %	$ 625.04
PATRICIA CARTY	President / CEO	$ 159,994	0.5 %	$ 799.97
PAUL MICHAUD	Chief Financial Officer	$ 136,118	0.5 %	$ 680.59

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$640,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,841		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,979
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,362,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,609,165	$11,775,275	$16,284,430	$4,349,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005
			Total Family Support Services	*$4,509,155*	*$4,349,228*	*$8,858,383*

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575
			Grand Total	*$16,284,430*	*$8,835,528*	*$25,119,958*

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 of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $17,329,979

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

12/27/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

12/27/2021
Date

DocuSigned by:
William Rider
Name: William Rider
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/27/2021

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

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.

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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

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 contract effective date.

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.

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DocuSign Envelope ID: 04589E87-C329-4AFA-8253-D4008C3F4289

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 of Greater Manchester, Inc.

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	$ 165,432	$ 165,432	$ -
2. Employee Benefits	$ 49,630	$ 49,630	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 800	$ 800	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 2,600	$ 2,600	$ -
Postage	$ 800	$ 800	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 950	$ 950	$ -
Insurance	$ 1,900	$ 1,900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000	$ 1,000	$ -
9. Software	$ 1,285	$ 1,285	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600	$ 1,600	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Fit Up Costs	$ 126,845	$ -	$ 126,845
14. Admin/Indirect	$ 28,551	$ 28,551	$ -
TOTAL	$ 393,322	$ 266,477	$ 126,845

Indirect As A Percent of Direct

Contractor Initials: [illegible]
Date: 12/27/2021

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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 of Greater Manchester, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion Direct
1. Total Salary/Wages	$ 165,432	$ 165,432	$ -
2. Employee Benefits	$ 49,630	$ 49,630	$ -
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000	$ 1,000	$ -
5. Supplies:	$ -	$ -	$ -
Educational	$ -	$ -	$ -
Lab	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -
Medical	$ -	$ -	$ -
Office	$ 600	$ 600	$ -
6. Travel	$ 9,000	$ 9,000	$ -
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 2,600	$ 2,600	$ -
Postage	$ 600	$ 600	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 950	$ 950	$ -
Insurance	$ 1,900	$ 1,900	$ -
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000	$ 1,000	$ -
9. Software	$ 1,265	$ 1,265	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600	$ 1,600	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
14. Admin/Indirect	$ 28,551	$ 28,551	$ -
TOTAL	$ 266,477	$ 266,477	$ -

Indirect As A Percent of Direct

Contractor Initials UK
Date 12/27/2021

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,450,357.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 r upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/23/2021
Date

DocuSigned by:
Katja Fox
FD90C5B04C63442...
Name: Katja Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

6/22/2021
Date

Name: William T. Ryder
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/24/2021
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:

DocuSign Envelope ID: C3826E52-F3C7-4A31-95DD-F0DD570BE91F

DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5.Unit safety.

5.3.1.6.Permanent housing transition;

5.3.1.7.Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Mental Health Center of Greater Manchester, Inc

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432	$ -	$ 165,432	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432
2. Employee Benefits	$ 49,630	$ -	$ 49,630	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,800	$ -	$ 2,800	$ -	$ -	$ -	$ 2,800	$ -	$ 2,800
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
Insurance	$ 1,900	$ -	$ 1,900	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000		$ 1,000				$ 1,000		$ 1,000
9. Software	$ 1,765	$ -	$ 1,765	$ -	$ -	$ -	$ 1,765	$ -	$ 1,765
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,600	$ -	$ 1,600	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 29,551	$ -	$ 29,551	$ -	$ -	$ -	$ 29,551	$ -	$ 29,551
TOTAL	$ 264,477	$ -	$ 264,477	$ -	$ -	$ -	$ 264,477	$ -	$ 264,477

Indirect As A Percent of Direct 0.0%

Contractor Initials: MMR
Date: 06/22/21

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$87,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,698,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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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 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	$8,643,679	$1,354,971	$9,998,650

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 401 Cypress St., Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,697,580.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/8/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

10/8/2020
Date

DocuSigned by:
William Rider
Name: William Rider
Title: President/CEO

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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021).

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432.00	$ -	$ 165,432.00	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432.00
2. Employee Benefits	$ 49,830.00	$ -	$ 49,830.00	$ -	$ -	$ -	$ 49,830	$ -	$ 49,830.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,551	$ 28,303	$ -	$ -	$ -		$ 28,551	$ 28,303
TOTAL	$ 237,877	$ 28,551	$ 266,478	$ -	$ -	$ -	$ 237,877	$ 28,551	$ 266,478

Indirect As A Percent of Direct: 12.0%

DS

Contractor Initials

Date 10/8/2020

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

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Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory William Rider, President / CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 7/30/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] [signature]

1.13.2 Name and Title of Notary or Justice of the Peace

Kristen Kraunelis, Justice of the peace.

1.14 State Agency Signature [signature] Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 8/6/

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MH
Date 7/30/19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date 7/30/19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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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 refererences.

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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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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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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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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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

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 costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 87,293.00	$ -	$ 87,293.00	$ -	$ -	$ -	$ 87,293.00	$ -	$ 87,293.00
2. Employee Benefits	$ 29,179.00	$ -	$ 29,179.00	$ -	$ -	$ -	$ 29,179.00	$ -	$ 29,179.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 488.00	$ -	$ 488.00	$ -	$ -	$ -	$ 488.00	$ -	$ 488.00
6. Travel	$ 3,835.00	$ -	$ 3,835.00	$ -	$ -	$ -	$ 3,835.00	$ -	$ 3,835.00
7. Occupancy	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,575.00	$ -	$ 1,575.00	$ -	$ -	$ -	$ 1,575.00	$ -	$ 1,575.00
Postage	$ 570.00	$ -	$ 570.00	$ -	$ -	$ -	$ 570.00	$ -	$ 570.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
Insurance	$ 1,425.00	$ -	$ 1,425.00	$ -	$ -	$ -	$ 1,425.00	$ -	$ 1,425.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interpretation (Contractor)	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
9. Software	$ 949.00	$ -	$ 949.00	$ -	$ -	$ -	$ 949.00	$ -	$ 949.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
14. Admin	$ -	$ 15,228	$ 15,228	$ -	$ -	$ -	$ -	$ 15,228	$ 15,228
TOTAL	$ 128,800	$ 15,228	$ 142,128	$ -	$ -	$ -	$ 128,800	$ 15,228	$ 142,128

Indirect As A Percent of Direct: 11.8%

Contractor Initials: MR
Date: 4/30/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 119,354.00	$ -	$ 119,354.00	$ -	$ -	$ -	$ 119,354	$ -	$ 119,354.00
2. Employee Benefits	$ 34,809.00	$ -	$ 34,809.00	$ -	$ -	$ -	$ 34,809	$ -	$ 34,809.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ 650	$ -	$ 650.00
6. Travel	$ 5,100.00	$ -	$ 5,100.00	$ -	$ -	$ -	$ 5,100	$ -	$ 5,100.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,100.00	$ -	$ 2,100.00	$ -	$ -	$ -	$ 2,100	$ -	$ 2,100.00
Postage	$ 780.00	$ -	$ 780.00	$ -	$ -	$ -	$ 780	$ -	$ 780.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
14. Admin	$ -	$ 20,303	$ 20,303	$ -	$ -	$ -		$ 20,303	$ 20,303
TOTAL	$ 165,195	$ 23,303	$ 189,498	$ -	$ -	$ -	$ 165,195	$ 23,303	$ 189,498

Indirect As A Percent of Direct: 14.0%

The Mental Health Center of Greater Manchester

SS-2020-DBH-01-HOUSE-07

Exhibit B-2

Page 1 of 1

Contractor Initials: WJR

Date: 7/13/19

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors' costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to OHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. OHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials WM
Date 7/30/19

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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)

401 Cypress St
Manchester, NH 03103

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President/CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Vendor Initials WR

Date 7/30/19

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2). **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to Individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment: Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Mental Health Center of Greater Manchester
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	William Rider
Name of Authorized Representative	Name of Authorized Representative
Director	President / CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/30/19
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1: More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President/CEO

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978280

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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 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

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

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 and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended February 16, 2022 (Item #39), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $24,857,667

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/24/2023
Date

DocuSigned by:
Katja S. Fox
FD9D05B94C83442...
Name: Katja S. Fox
Title: Director

Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
A9953D2454F1468...
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

5/30/2023
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

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2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

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2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

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2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

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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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion**

2.2.1. The Contractor shall submit a housing plan to stand up a minimum of six (6) new beds, including a detailed timeline, to the Department for approval within thirty (30) days from the Effective Date of this Agreement.

2.2.2. The Contractor shall provide a staffing plan to the Department within sixty (60) days from the Effective Date of this Agreement that includes:

2.2.2.1. At least 1.0FTE housing manager; and

2.2.2.2. Sufficient personnel to ensure the safety of clients, staff and the community.

2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the Effective Date of this Agreement, 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. Length of stay upon discharge.

2.2.4.4. All referral source(s) and discharge locations.

2.2.4.5. Programmatic offerings.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amemdment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion 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	$ -	$ -	$ -
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	$ -
Audit and Legal	$ 700	$ 450	$ 250
Insurance	$ 3,640	$ 900	$ 2,740
Miscellaneous (Contingency)	$ 4,388	$ 500	$ 3,888
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	$ 19,560	$ 10,015	$ 9,545
TOTAL	**$ 182,557**	**$ 93,472**	**$ 89,085**

Indirect As A Percent of Direct

DS

Contractor Initials _____

5/24/2023

Date _____

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Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion 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	$ -	$ -	$ -
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	$ -
Audit and Legal	$ 700	$ 450	$ 250
Insurance	$ 3,640	$ 900	$ 2,740
Miscellaneous (Contingency)	$ 4,388	$ 500	$ 3,888
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	$ 19,560	$ 10,015	$ 9,545
TOTAL	$ 182,557	$ 93,472	$ 89,085

Indirect As A Percent of Direct

DS

Contractor Initials

5/24/2023

Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65254**

Certificate Number: **0006197611**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, **Monica Kieser**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc**.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 16, 2023**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: Geraldine (Jay) Couture, President and CEO is duly authorized on behalf of **Seacoast Mental Health Center, Inc**. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/24/2023

Signature of Elected Officer
Name: **Monica Kieser**
Title: **President, Board of Directors**

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Norton PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jnorton@fredcchurch.com
INSURED SEACMEN-01 Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Granite State HC & HS Trust INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 622591897** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2518444	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp $1,000 [X] Coll $1,000			PHPK2518445	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB851403	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20230000589	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2518444	3/1/2023	3/1/2024	$1,000,000 $3,000,000	Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

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Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2022

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Seacoast Mental Health Center, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

Opinion

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seacoast Mental Health Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seacoast Mental Health Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seacoast Mental Health Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 12 through 15 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 19, 2022

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Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2022

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 4,113,245
Accounts receivable (net of $535,000 allowance)	1,738,502
Investments	6,643,442
Restricted cash	554,615
Due from affiliate	1,397,370
Prepaid expenses	167,903
TOTAL CURRENT ASSETS	14,615,077
PROPERTY AND EQUIPMENT - NET	765,447
TOTAL ASSETS	$ 15,380,524

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 181,007
Deferred income	295,105
Accrued vacation	273,962
Accrued expenses	1,063,100
TOTAL CURRENT LIABILITIES	1,813,174
NET ASSETS	
Net assets without donor restriction	13,567,350
TOTAL LIABILITIES AND NET ASSETS	$ 15,380,524

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Year Ended June 30, 2022

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 299,687
State of New Hampshire - BMHS	1,587,063
Other public support	1,005,917
Total Public Support	2,892,667
Revenues -	
Program service fees	20,283,146
Rental income	62,040
Other revenue	990,721
Total Revenues	21,335,907
TOTAL PUBLIC SUPPORT AND REVENUES	24,228,574
OPERATING EXPENSES	
BBH funded program services -	
Children services	5,973,629
Emergency services	2,569,009
Adult services	9,259,343
Act Team	1,310,535
Substance Use Disorder	615,108
Fairweather Lodge	909,991
REAP	383,023
TOTAL EXPENSES	21,020,638
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	3,207,936
OTHER INCOME (LOSS)	
Investment loss	(868,426)
TOTAL INCREASE IN NET ASSETS	2,339,510
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	11,227,840
NET ASSETS WITHOUT DONOR RESTRICTION, ending	$ 13,567,350

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 2,339,510
Adjustments to reconcile to net cash provided by operations:	
Depreciation	102,519
(Increase) decrease in:	
Accounts receivable - trade	(621,663)
Prepaid expenses	(2,730)
Increase (decrease) in:	
Accounts payable & accrued liabilities	402,881
Deferred income	267,715
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,488,232
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(689,824)
Investment activity, net	(130,432)
Due to affiliate	(1,397,370)
NET CASH USED BY FINANCING ACTIVITIES	(2,217,626)
NET INCREASE IN CASH	270,606
CASH AND RESTRICTED CASH AT BEGINNING OF YEAR	4,397,254
CASH AND RESTRICTED CASH AT END OF YEAR	$ 4,667,860

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019, 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.

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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.

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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 $535,000 as of June 30, 2022 from $400,000 as of June 30, 2021. This was a result of other insurance accounts receivable increasing to $765,482 as of June 30, 2022 from $431,278 as of June 30, 2021 and client balances increasing to $268,970 as of June 30, 2022 from $209,943 as of June 30, 2021.

Client Service Revenue

The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2022 totaled $20,283,146, of which $19,653,765 was revenue from third-party payors and $629,381 was revenue from self-pay clients.

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs.

The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

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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, 2022. 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. Due to workforce challenges and a significant retroactive rate adjustment in late spring 2022, for the year ended June 30, 2022, the Center was unable to meet the MOE requirements for all three MCO's. The Center's estimated total payback of $554,615 is recorded as an accrued expense.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 268,970
Insurance companies	765,482
Medicaid receivable	340,885
Medicare receivable	206,098
	1,581,435
Allowance for doubtful accounts	(535,000)
	1,046,435
ACCOUNTS RECEIVABLE - OTHER	
BMHS	292,083
NHHFA	36,000
School Districts	42,316
MCO Directed Payments	308,413
Other AR	13,255
	692,067
TOTAL ACCOUNTS RECEIVABLE	$ 1,738,502

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NOTE 4 INVESTMENTS

The Center has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 25,936	$ -	$ 25,936
Fixed Income	2,895,908	(256,318)	2,639,590
Equities	2,957,812	225,485	3,183,297
Exchange Traded Funds	559,762	(75,485)	484,277
Mutual Funds	337,500	(88,673)	248,827
Other Assets	59,673	1,842	61,515
	$ 6,836,591	$ (193,149)	$ 6,643,442

Investment income consisted of the following:

Interest and dividends	$ 137,111
Realized gains	79,411
Unrealized loss	(1,061,907)
Fee expenses	(23,041)
TOTAL	$ (868,426)

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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NOTE 5 FAIR VALUE MEASUREMENTS (continued)

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Furniture, fixtures and computer equipment	1,289,147
Accumulated depreciation	(523,700)
Net Book Value	$ 765,447

NOTE 7 LINE OF CREDIT

As of June 30, 2022, the Center had available a line of credit from a bank with an upper limit of $500,000. At that date, $-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating with a floor rate of 4.25%. The line of credit is due on demand.

NOTE 8 DEFERRED INCOME

ARPA grant	$ 231,473
EHR	5,500
Foundation for Seacoast Health	26,606
NH Charitable Foundation	20,000
Other grants	11,526
TOTAL	$ 295,105

NOTE 9 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2022, 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, 2022 $-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2022 $-0- was paid to the Resource Group in interest related to this line of credit.

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NOTE 9 RELATED PARTY TRANSACTIONS (continued)

The Center paid for various construction costs on behalf of the Resource Group for the Exeter expansion project. During the year ended June 30, 2022 the Resource Group owed the Center $1,397,370. There are no formal repayment terms on the balance outstanding.

Operating Leases

During the year ended June 30, 2022, 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, 2022, contributions of $490,930 were made by the Center to the plan.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2022 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	$ 4,667,860	$ 4,768,715

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of $250,000. Included in cash insured by FDIC as of June 30, 2022 is $4,518,715 deposited at Destination Institutions through the Insured Cash Sweep service.

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NOTE 11 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2022 is as follows:

Due from clients	17 %
Insurance companies	48
Medicaid	22
Medicare	13
	100 %

NOTE 12 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2022:

Cash and Cash Equivalents	$ 4,113,245
Accounts Receivable	1,738,502
Investments	6,643,442
Financial assets available within one year for general expenditures	$12,495,189

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.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2022, have been incorporated into the basic financial statements herein.

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SUPPLEMENTARY INFORMATION

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Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 209,943	$ 1,025,750	$ (396,369)	$ (570,354)	$ 268,970
MEDICAID	194,575	16,913,147	(472,221)	(16,294,616)	340,885
MEDICARE	128,754	1,437,900	(516,537)	(844,019)	206,098
OTHER INSURANCE	431,278	3,929,259	(1,637,783)	(1,957,272)	765,482
ALLOWANCE FOR UNCOLLECTIBLES	(400,000)	-	(135,000)	-	(535,000)
TOTAL	$ 564,550	$ 23,306,056	$ (3,157,910)	$ (19,666,261)	$ 1,046,435

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Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable From BMHS Beginning of Year	BMHS Revenues Per Audited Financial Statements	Receipts for Year	Receivable From BMHS End of Year
CONTRACT YEAR, June 30, 2022	$ 338,921	$ 1,587,063	$ (1,633,901)	$ 292,083

Analysis of Receipts: Date of Receipt	Amount
8/30/2021	$ 143,442
9/15/2021	8,631
10/6/2021	56,098
10/22/2021	57,526
10/27/2021	71,513
11/26/2021	127,417
1/31/2022	138,276
3/8/2022	184,642
3/24/2022	161,861
4/22/2022	57,953
5/11/2022	31,485
5/24/2022	35,639
6/7/2022	54,877
6/9/2022	45,888
6/21/2022	462,486
6/27/2022	52,572
Less: Federal Monies	(56,405)
	$ 1,633,901

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Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Program Service Fees:										
Net Client Fee	$ 629,381	$ -	$ 629,381	$ 271,013	$ 49,725	$ 281,584	$ 10,464	$ 16,147	$ 481	$ (33)
Medicaid	16,440,926	-	16,440,926	6,704,004	385,399	7,691,814	790,288	189,675	679,746	-
Medicare	921,363	-	921,363	7,938	35,194	777,601	73,706	26,509	415	-
Other Insurance	2,291,476	-	2,291,476	738,145	226,385	1,214,286	43,569	66,213	2,878	-
Public Support - Other:										
Local/County Government	97,922	21,660	76,262	5,353	38	14,006	66	51,178	(4)	5,625
Donations/Contributions	172,620	116,983	55,637	17,718	8,356	21,125	3,849	1,810	2,222	557
Other Public Support	734,657	11,140	723,517	209,906	434,184	2,000	-	9,890	-	67,537
DCYF	718	-	718	718	-	-	-	-	-	-
Federal Funding:										
Block Grants	10,000	-	10,000	5,000	-	5,000	-	-	-	-
Other Federal Grants	289,687	-	289,687	42,215	144,885	10,000	-	-	-	92,587
BMHS										
Community Mental Health	1,587,063	-	1,587,063	11,000	874,967	375,894	200,740	-	-	124,462
Rental Income	62,040	-	62,040	-	-	-	-	-	62,040	-
Other Revenues	990,721	309,465	681,256	176,805	9,607	108,036	306,268	2,487	5,406	72,647
	24,228,574	459,248	23,769,326	8,189,815	2,168,740	10,501,346	1,428,950	363,909	753,184	363,382
Administration	-	(459,248)	459,248	158,233	41,902	202,901	27,608	7,021	14,552	7,031
TOTAL PUBLIC SUPPORT AND REVENUES	$ 24,228,574	$ -	$ 24,228,574	$ 8,348,048	$ 2,210,642	$ 10,704,247	$ 1,456,558	$ 370,930	$ 767,736	$ 370,413

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Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2022

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Personnel Costs:										
Salary and wages	$ 14,381,694	$ 612,329	$ 13,769,365	$ 3,966,762	$ 1,828,296	$ 6,124,179	$ 843,604	$ 411,232	$ 462,804	$ 132,488
Employee benefits	2,291,257	62,341	2,228,916	635,059	223,197	1,051,197	138,001	75,993	88,737	16,732
Payroll Taxes	1,049,207	42,518	1,006,689	297,906	138,270	432,264	62,996	29,114	35,921	10,218
Professional Fees:										
Accounting/audit fees	38,736	27,636	11,100	3,278	1,707	4,380	774	372	474	115
Legal fees	30,425	1,004	29,421	3,543	590	11,140	13,492	502	126	28
Other professional fees	413,164	40,603	372,561	59,613	26,069	91,239	11,599	4,408	6,458	173,175
Staff Devel. & Training:										
Journals & publications	1,472	15	1,457	203	55	272	40	16	868	3
Conferences & conventions	3,325	1,500	1,825	578	2	583	43	619	-	-
Other Staff Development	31,475	94	31,381	18,149	3,424	7,178	964	601	987	78
Occupancy costs:										
Rent	631,344	46,099	585,245	176,912	46,771	241,492	39,983	18,172	57,756	4,159
Other Utilities	117,157	3,804	113,353	27,138	7,891	41,668	6,665	3,250	26,039	702
Maintenance & repairs	152,167	7,255	144,912	36,974	10,691	55,738	9,068	4,321	27,165	955
Other occupancy	2,885	-	2,885	754	223	1,259	204	96	329	20
Consumable Supplies:										
Office	46,178	1,614	44,564	14,728	4,688	17,813	2,995	1,597	2,402	341
Building/household	34,162	1,364	32,798	6,533	1,770	9,590	1,611	694	12,444	156
Food	36,706	195	36,511	1,153	315	1,578	270	106	33,038	51
Medical	3,719	90	3,629	1,432	232	1,586	196	77	92	14
Other	498,915	34,067	464,848	146,626	54,958	189,277	31,079	13,469	19,545	9,894
Depreciation	102,519	21,322	81,197	25,374	10,527	33,983	5,176	2,421	3,024	692
Equipment rental	91,292	4,455	86,837	24,718	9,183	32,125	6,458	2,267	11,456	630
Equipment maintenance	5,104	41	5,063	1,514	639	2,133	335	154	245	43
Advertising	4,214	755	3,459	1,033	542	1,358	233	115	142	36
Printing	12,296	1,096	11,200	2,759	1,123	3,836	613	354	689	1,826
Telephone/communications	201,587	8,474	193,113	59,484	40,105	63,079	15,109	5,224	7,139	2,973
Postage/shipping	19,217	382	18,835	5,939	2,596	7,411	1,219	520	918	232
Transportation:										
Staff	267,811	370	267,441	98,863	12,185	101,807	40,392	3,046	2,695	8,453
Clients	2,316	10	2,306	316	115	412	142	1,003	311	7
Assist to Individuals:										
Client services	252,996	-	252,996	200	-	208,115	522	-	44,159	-
Insurance:										
Malpractice/bonding	55,134	3,685	51,449	14,799	4,245	21,458	3,630	1,623	5,321	373
Vehicles	3,752	2	3,750	683	16	1,040	743	4	1,263	1
Comp. Property/liability	123,744	9,255	114,489	33,124	9,519	47,494	8,127	3,623	11,767	835
Membership Dues	6,477	3,692	2,785	337	1,867	423	63	38	46	11
Other Expenditures	108,191	4,981	103,210	39,719	12,189	37,715	5,519	2,540	4,893	635
	21,020,638	941,048	20,079,590	5,706,203	2,454,000	8,844,822	1,251,865	587,571	869,253	365,876
Admin. Allocation	-	(941,048)	941,048	267,426	115,009	414,521	58,670	27,537	40,738	17,147
TOTAL PROGRAM EXPENSES	$ 21,020,638	$ -	$ 21,020,638	$ 5,973,629	$ 2,569,009	$ 9,259,343	$ 1,310,535	$ 615,108	$ 909,991	$ 383,023

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Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	*Last*	*Term Begin*	*Term End*	*Officer*
Monica	Kieser	Jan-12	Jan-24	President
Erin	Lawson	Jan-16	Jan-25	Vice President
Mark	Cochran	Nov-17	Nov-23	Secretary
Brian	Carolan	Mar-18	Mar-24	Treasurer
Vicki	Boyd	Feb-23	Feb-26	N/A
Martha	Byam	Oct-20	Oct-23	N/A
Jason	Coleman, SMSgt NHANG	Feb-03	Feb-24	N/A
Kathleen	Dwyer	Aug-13	Aug-25	N/A
Sandi	Hennequin	May-17	May-26	N/A
Kimberly	Hyer	Apr-97	Jun-26	N/A
Andy	Mamczak	May-19	May-25	N/A
Michael	Ralph	Feb-22	Feb-25	N/A
Ned	Raynolds	May-14	May-26	N/A
Eric	Spear	Mar-19	Mar-25	N/A
Peter	Taylor	Jan-19	Jan-25	N/A
Seth	Tondreault	Feb-23	Feb-26	N/A
Mary	Toumpas	Jan-19	Jan-25	N/A

Revised 02/22/2023
Board Resignation: Dave Keaveny.
New Board Members :
Vicki Boyd and Seth Tondreault

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Geraldine A. Couture
[redacted]

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1998 - April 2002
Interim Director of Child Adolescent and Family Services, November 2000 -
Compliance Officer
Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child. Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.
Chair: Compliance Committee.
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993
Assistant Business Manager, January 1991 - December 1991
Accounts Receivable Manager, August 1987 - January 1991
Actively oversee daily operations of Accounts Receivable Department in a community mental health center.
Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture. Family and Consumer Studies, May 1984

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Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

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Jodi F. Marshall (Leverone), M.D.

Education

Dartmouth Medical School, Hanover, NH — 2002 – 2006
Medical Degree

Hamilton College, Clinton, NY — 1997 – 2001
Bachelor of Arts in Neuroscience, Magna Cum Laude

Postdoctoral Training

Geriatric Psychiatry Fellowship — 2010 – 2011
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Chief Resident, Adult Psychiatry Residency Training Program — 2009 - 2010
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Adult Psychiatry Residency Training Program — 2008 - 2009
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Combined Residency in Internal Medicine and Psychiatry — 2006 - 2008
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Academic Appointments

Instructor in Psychiatry — 2009 - 2011
Dartmouth Medical School, Hanover, NH

Professional Work Experience

Chief Medical Officer — 2022 - present
Seacoast Mental Health Center, Portsmouth, NH

Medical Director — 2020 – 2022
St. Joseph Hospital, Senior Behavioral Health Unit, Nashua, NH

Medical Director — 2019 - 2020
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

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Staff Psychiatrist 2015 - 2019
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Staff Psychiatrist 2011 - 2015
Seacoast Mental Health Center, Portsmouth, NH

Consulting Psychiatrist 2013 - 2014
Optum Telepsychiatry Services and MindCare

Staff Psychiatrist 2012 - 2013
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Physician in Charge 2008 – present
New Hampshire Hospital, Concord, NH

Clinical Skills

In addition to having the basic skill set of a general adult psychiatrist and geriatric psychiatrist, I also have experience in the following areas:

Hospice/Palliative Care

Clinical Trials

Community Mental Health Care

Electroconvulsive Treatment

Research Experience

Study Physician 2008 - 2009
Dartmouth Psychopharmacology Research Group, Concord, NH
Worked on several projects investigating pharmacological interventions for patients with schizophrenia, with a focus on those in the first episode of psychosis and those with co-occurring substance use disorders.

Research Assistant 2005
Dartmouth Medical School, Department of Psychiatry, Lebanon, NH
Assisted in developing an algorithm for simplifying complex psychotropic medication regimens.

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Technical Research Assistant 2000 - 2003
Center for Neurologic Diseases, Harvard Medical School,
and Brigham and Women's Hospital, Boston, MA
Examined the use of immunotherapy for the prevention and
treatment of Alzheimer's disease.

Committee Assignments

Chair, Behavioral Health Committee 2020 – present
St. Joseph Hospital

Geriatric Best Practice Committee 2011- 2012
Exeter Hospital

Compliance Committee 2009 - 2010
Dartmouth-Hitchcock Psychiatric Associates

Residency Call Committee 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Curriculum Redesign Committee 2008 - 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Ethics Committee 2008 – 2010
Dartmouth-Hitchcock Medical Center

Education Policy Committee 2006 – 2010
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Professional Memberships and Activities

American Association for Geriatric Psychiatry 2008 – present
American Psychiatric Association 2004 - 2012
American Medical Association 2002 - 2009

Academic Awards and Honors

Staff Excellence Award, New Hampshire Hospital 2011
American Psychiatric Institute for Research and Education 2008
and Janssen Pharmaceutica Research Scholar
Department of Internal Medicine Excellence in Teaching Award 2006
Department of Psychiatry Award for Excellence in Clinical Psychiatry 2006
Graduated *magna cum laude* from Hamilton College. 2001
Phi Beta Kappa, invited member, Hamilton College 2001
Sigma Xi, the scientific research society, invited member, Hamilton College 2001
Awarded distinction upon completion of honors senior thesis in Neuroscience, 2001
Hamilton College.

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Honors Senior Thesis in Neuroscience, Hamilton College, 2000 - 2001
Center for Neurologic Diseases, Harvard Medical School,
and Brigham and Women's Hospital, Boston, MA
Psi Chi, the national honor society for psychology, invited member, 2000
Hamilton College

Teaching Experience

Lecturer, Adult Psychiatry Residency Program Didactics Series 2009 – 2010
Dartmouth-Hitchcock Medical Center, Lebanon, NH
Instructor, Critical Thinking for Medical Students 2009 - 2010
Dartmouth Medical School, Hanover, NH

Instructor and Lecturer, Third Year Medical Student Psychiatry Clerkship 2008 - 2010
Dartmouth Medical School, Hanover, NH

Original Articles

Marshall JF. Early Intervention in Psychosis. American Journal of Psychiatry Residents' Journal August 2009: 5-6.

Lemere CA, Beierschmitt A, Iglesias M, Spooner ET, Bloom JK, **Leverone JF**, Zheng JB, Seabrook TJ, Louard D, Li D, Selkoe DJ, Palmour RM, Ervin FR. Alzheimer's disease A beta vaccine reduces central nervous system abeta levels in a non-human primate, the Caribbean vervet. American Journal of Pathology 2004;165(Pt 1): 283-97.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, Hyslop PS, Holtzman DM, Walker LC, Keller ET. Alzheimer A beta vaccination of rhesus monkeys (Macaca mulatta). Alzheimer's Disease and Associated Disorders 2004;18(Pt 1): 44-6.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, St George Hyslop P, Holtzman, DM, Walker LC, Keller E. Alzheimer's Aβ vaccination of rhesus monkeys (*Macaca mullata*). Mechanisms of Ageing and Development 2004;125:149-151.

Lemere CA, Spooner ET, LaFrancois J, Malester B, Mori C, **Leverone JF,** Matsuoka Y, Taylor, J., DeMattos RB, Holtzman DM, Clements JD, Selkoe DJ, Duff KE. Evidence for peripheral clearance of cerebral Aβ protein following chronic, active Aβ immunization in PSAPP mice. Neurobiology of Disease 2003;14(Pt 1): 10-18.

Leverone JF, Spooner ET, Lehman HK, Clements JD, Lemere CA. Aβ1-15 is less immunogenic than Aβ1-40/42 for intranasal immunization of wild-type mice but may be effective for "boosting." Vaccine 2003;21(Pts 17-18):2197-2206.

Lemere CA, Spooner ET, **Leverone JF**, Mori C, Iglesias M, Bloom JK, Seabrook TJ. Amyloid-beta immunization in Alzheimer's disease transgenic mouse models and wildtype mice. Neurochemical Research 2003; 28(Pt 7):1017-1027.

Spooner ET, Desai RV, Mori C, **Leverone JF**, Lemere CA. The generation and characterization of potentially therapeutic Aβ antibodies in mice: Differences according to strain and immunization protocol. Vaccine 2002;21(Pts 3-4):290-297.

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Lemere CA, Spooner ET, **Leverone JF**, Mori C, Clements JD. Intranasal immunotherapy for the treatment of Alzheimer's disease: *Escherichia coli* LT and LT(R192G) as mucosal adjuvants. Neurobiology of Aging 2002;23(Pt 6):991-1000.

Book Chapters

Lemere CA, Spooner ET, **Leverone JF**, Clements JD. Improvements in intranasal amyloid-beta (Aβ) immunization in mice. In: Selkoe DJ, Christen Y, editors. Immunization against Alzheimer's disease and other neurodegenerative disorders. New York: Springer-Verlag; 2003.

Lemere CA, Seabrook TJ, Iglesias M, Mori C, **Leverone JF**, Spooner ET. Modulating amyloid-beta levels by immunotherapy: A potential strategy for the prevention and treatment of Alzheimer's disease. In: Saido TC, editor. Amyloid-beta metabolism and Alzheimer's disease. Landes Biosciences; 2003

Scientific Communications

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). International Congress on Schizophrenia Research 2009 San Diego, California, USA.

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). 23rd Annual Neuroscience Day 2009. Dartmouth-Hitchcock Medical Center, Lebanon, NH, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in aged vervet monkeys reduces Aß levels in brain and CSF (platform). Society for Neuroscience 33rd Annual Meeting 2003 New Orleans, Louisiana, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in old vervet monkeys leads to the generation of anti-Aß titers, decreased Aß levels in CSF and decreased Aß levels in the periphery (platform). 6th International Conference on Progress in Alzheimer's and Parkinson's Diseases 2002. Seville, Spain.

CA Lemere, ET Spooner, **JF Leverone**, D Li, JB Zheng, A Monsonego, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in monkeys generates anti-Aß titers and increased peripheral Aß levels (platform). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

ET Spooner, **JF Leverone**, D Li, M Reed, W Xia, CA Lemere. Chronic intranasal Aß immunization in APP Tg mice: A lasting effect? (poster). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

CA Lemere, ET Spooner, J LaFrancois, **JF Leverone**, Y Matsuoka, R DeMattos, D Holtzman, JD Clements, DJ Selkoe, KE Duff. Evidence for the "peripheral sink" hypothesis following chronic, active Aß immunization in PSAPP mice (poster). 8th International Conference on Alzheimer's Disease and Related Disorders 2002. Stockholm, Sweden.

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ET Spooner, **JF Leverone**, B Malester, J LaFrancois, J Clements, DJ Selkoe, K Duff, CA Lemere. Immunization of PSAPP Tg mice leads to a decrease in brain Aß levels and corresponding increase in serum Aß (2002) (poster). Massachusetts Alzheimer's Disease Research Center 15th Annual Poster Session 2002. Massachusetts General Hospital, Boston, MA, USA.

CA Lemere, ET Spooner, B Malester, J LaFrancois, C Mori, **JF Leverone**, JD Clements, DJ Selkoe, KE Duff. Aß immunization of PSAPP mice leads to decreased cerebral Aß and a corresponding increase in serum Aß (platform). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

JF Leverone, ET Spooner, C Mori, DA Weldon, H Lehman, JD Clements, CA Lemere. E.coli heat labile enterotoxin (LT) dramatically increases anti-Aß antibody titers following intranasal (i.n.) Aß immunization in mice (poster). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

ET Spooner, **JF Leverone**, C Mori, JD Clements, DJ Selkoe, CA Lemere. Nasal immunization of B6D2F1 mice with heat labile enterotoxin (poster). Massachusetts Alzheimer's Disease Research Center 14th Annual Poster Session 2001. Massachusetts General Hospital, Boston, MA, USA.

Oral Presentations

Palliative Care in Dementia Jeanne Anderson Alzheimer's Conference, Dartmouth Hitchcock Medical Center	2010
End of Life Care in Dementia Palliative Care Department, Dartmouth Hitchcock Medical Center	2011

Licensure and Certification

Board Certification in Geriatric Psychiatry	2014
Board Certification in Psychiatry	2011
New Hampshire Medical License #14086	2008

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WASSFY M. HANNA, M. D.
[redacted]

Experience

Medical Director
Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director
Responsible for insuring delivery of psychiatric care to children, adolescents, and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice
Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry
Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training
Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry
Responsible for the education of third year Tufts University Medical Students during their rotation in Child Psychiatry and for Tufts University residents in Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

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Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

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Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

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"Enuresis", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

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LISA BURGESS, MBA

Professional Summary

- Detail-oriented professional with 20+ years experience applying financial managerial accounting and revenue cycle practices.
- The ability to lead multiple projects and departments simultaneously
- Leader with strong analytical, problem solving, and organizational skills
- Extensive experience in full life cycle of general accounting.

Areas of Expertise

Lawson (Report Writing)
MAS90 (Crystal Reports reporting)
Banner (WEBI)
Great Plains (FRX Reporting)
ADP Payroll
Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)
EPIC
McKesson
Crystal Reporting

Work Experience

Director of Finance
August 2020 to Present

Rockingham VNA & Hospice – Exeter, NH

- Analyze and present financial results to Board of Trustees
- Effectively communicate ad present critical financial matters to the Board of Trustees
- Manage a team of six in all facets of accounting, payroll and billing functions
- Provides executive management with advice on financial implications of business activities
- Manages and supervises the entire billing and revenue recognition process for the agency
- Oversee all collection functions
- Provide leadership in the development of strategic financial objectives
- Directs and oversees all aspects of the finance and accounting functions
- Establishes and oversees policies and procedures for internal audit
- Monitor investment activities
- Ensures effective internal controls are in place in accordance with GAAP
- Understanding of financial and accounting needs as well as requirements related to home care and hospice
- Provides leadership to the directors/managers in improving efficiency and effectiveness of the budget and institution guidelines
- Oversee and lead annual budgeting and planning process
- Coordinate and lead the annual audit
- Manage organizational cash flow and forecasting

Mgr Rev Ops, Customer Service & Cash Ops
November 2016 to July 2020

Elliot Hospital – Manchester, NH

Revenue Operations

- Analyze top payer denials, identified solutions to increase cash and lower A/R days
- Ensure data accuracy accountability for financial performance and revenue enhancements
- Analyzed operations on an ongoing basis, developed reports that evaluated and demonstrated performance gains
- Responsible for hiring, firing and disciplinary actions within all departments
- Regularly meet with direct reports and departments weekly
- Prepared adhoc reporting to CFO
- Establish procedures, guidelines and project schedules
- Researched and analyzed revenue and reimbursement trends
- Ensures 100% accuracy of all reporting performed by the Revenue Cycle team.
- Oversees data analysis and trending/management reporting to substantiate positive, compliant net revenue impact

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- Oversees and communicates education and training with providers and department(s) as necessary
- Develop and monitor metrics to ensure functions of the revenue cycle team are performed efficiently
- Adapts standard procedures to meet different urgent conditions; makes decisions based on precedent
- Oversees and communicates education and training with providers and department(s)
- Develops and monitors metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information. Maintains a high level of integrity, professionalism, and trust with employees and team members.
- Collaborates effectively with others to achieve positive work outcomes
- Assists in promoting a positive work environment
- Remains receptive to suggestion; continually seeks to improve performance of all departments
- Maintains flexibility and optimizes solutions in the face of a changing work environment

Customer Service

- Manage Customer Service department—oversee staff of four
- Listened to and resolved customer complaints and addressed concerns with employees
- Managed a customer service team that encompasses data analysis, customer complaints as well as auditing responsibilities
- Developed processes to ensure customers are receiving requests in a timely and efficient manner
- Provides a high level of customer service to every transaction and encounter.
- Work with team members to achieve departmental goals while providing excellent customer service
- Implemented new early out self pay vendor—as issues arise they are immediately addressed with the vendor
- Track early out collection rates to ensure they meet or exceed our target goals
- Implemented new bad debt vendor—meet weekly to address issues
- Track bad debt collection rates to ensure they meet or exceed our target goal
- Remains accountable, dependable, reliable, and self-directed to complete work deadlines while maintaining composure

Cash Management

- Manage Cash Operations department—oversee staff of eight
- Review cash procedures and implement the appropriate finance controls to ensure cash is reconciled and posted in a timely manner
- Maintain a high standard of supervisory control across all functions performed
- Knowledge of budgeting and cash forecasting
- Support and drive all insurance companies to pay electronically
- Ability to multi-task with changing deadlines
- Ensures adherence to all policies, procedures and practices

Senior Financial Analyst
November 2014-November 2016
Elliot Hospital-Manchester NH

- Collaborate with clinical, revenue cycle and other EHS departments and leaders to protect revenue, identify opportunities and improve processes
- Assign projects and oversee daily activities of the Revenue Integrity Liaison
- Work with internal and external resources to support vendor applications, systems, tools and resources
- Assist in creation of financial reporting of payer variances, denials and contract variations to ensure accurate and timely payments
- Perform data analysis, trending and management reporting to substantiate positive, compliant net revenue impact
- Serve as a resource for department managers, physicians and administration to obtain data and reports supporting, Revenue Cycle
- Develop and monitor metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information.
- Maintains a high level of integrity, professionalism and trust with employees and team members.
- High level of customer service to every transaction and encounter with the ability to effectively communicate and resolves needs/concerns
- Prepare data and presentations for senior leadership

Senior Accountant

March 2009 to October 2014

Elliot Hospital – Manchester, NH

- Researched and resolved monthly cash variances that were outstanding for two years upon arrival
- Implemented policies and procedures that resulted in a variance free cash reconciliation on a monthly basis
- Computed, verified and recorded monthly accruals
- Prepared and submitted monthly reports to external organizations in an accurate and timely manner
- Performed detailed analysis of preliminary financial reports focusing on actual to budget variances of 200 departments
- Executed and prepared the monthly closing of a small company by booking all activity related to Revenue, C/A Cash, A/R and prepared roll forwards
- Computed and prepared monthly consolidations including elimination entries between department's
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliations
- Converted New England EMS Institute from cash basis to accrual basis accounting.

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- Implemented as well as trained staff on new accrual basis and continued to be a resource to the staff
- Assisted with the implementation of new Pharmacy system and developed a reconciliation process
- Led in reconciling a complex lab reconciliation that was outstanding and unreconciled for 10 years upon arrival
- Developed, analyzed and trained department on various accounting reconciliations including Works EFT program and Paymode
- Resource to the department with streamlining tasks, formula questions and ways to be more efficient with daily tasks
- Prepare year-end audit papers and respond to auditor's questions

Accountant II/Supervisor

May 2005 to November 2007
July 2000-July 2004

University System of New Hampshire

- Supervised and scheduled the work for a team of five (1 full time and four part-time employees) in all facets of Fixed Assets and Equipment
- Provided coaching, training and feedback to all employees on daily tasks.
- Led a six-month Fixed Asset conversion software project by working with IT on required modules, reconciling before the conversion
- Trained, developed reporting and coached F/A clerk on the new system
- Assisted F/A clerk with biennial inventory process and worked with Directors to ensure reports were received back within a 30-day timeframe
- Responsible for monitoring and assigning attributes to fund/org/accounts that are established by department directors
- Reconcile and perform the A133 reconciliation for the annual audit
- Prepare all necessary work papers for Fixed Assets and Indirect Cost at year end close
- Analyzed Actual to budget variances above 10% on the P &L quarterly and provided reconciliations to support financial statements
- Prepared and analyzed auxiliary and internally designated schedule for the financial statements
- Prepared numerous work papers for year-end audit provided to PWC
- Assisted trustee packages by preparing financial data for charts and graphs
- Prepare specific footnotes to support the financial statements
- Examined financial ratios and prepare charts and graphs through specific data
- Prepare deferred revenue and accrued expense entries when needed at the end of the year
- Audited Purchasing Card documents for all USNH departments to ensure departments are following proper policies and procedures to prevent fraudulent activity
- Assisted business managers in ways of correcting reoccurring findings or issues during audits
- Prepared funding requisitions and reconcile bank statements related to HEFA and KEEP constructions projects
- Reconciled Accounts Payable on a monthly basis and provide journal entries to correct variances

Education

Crystal Reports Certification Report Writing
May 2021

Epic Certification Reporting Workbench 2017

Madison WI

University of Phoenix December 2015

Phoenix, AZ

Health Informatics Certification-GPA 4.00

Plymouth State College May 2005

Plymouth, NH

MBA-GPA 3.75

New Hampshire College June 2002

Dover, NH
Business Accounting
Bachelor's Degree-GPA 3.70

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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	222,807	0%	
Jodi Marshall	Chief Medical Officer	283,503	0%	
Wassfy Hanna	Medical Director	152,498	0%	
Lisa Burgess	VP of Finance & Administration	145,000	0%	

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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 $11,775,275	$17,156,617		Total shared Price Limitation $ 4,488,300	$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.	$875,082		$12,450,357			$12,450,357
Monadnock Family Services	$633,991		$16,895,566			$16,895,566

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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.	$1,088,404		$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**
TOTALS	$8,858,383	$11,775,275	$20,633,658	$830,595	$ 4,486,300	$25,950,553

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.

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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

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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	$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 177854-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

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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

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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:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Seacoast Mental Health Center, Inc.

1/21/2022
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

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.

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.

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.

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.

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.

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.

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.

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.

Exhibit A Amendment #3

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

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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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.

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

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.

Exhibit A Amendment #3

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.

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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
TOTAL	$ 315,879	$ 93,472	$ 222,407

Indirect As A Percent of Direct

Contractor Initials DC

Date 1/21/2022

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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 Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion 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
TOTAL	$ 180,966	$ 93,472	$ 87,494

Indirect As A Percent of Direct

Contractor Initials DS DC

Date 1/21/2022

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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

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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	$408,605		$ 7,697,580	$ 268,477		$12,450,357
Seacoast Mental Health Center, Inc.	$161,533		$ 7,450,508	$ 93,472		$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	$161,533		$ 7,450,508	$ 93,472		$12,030,280
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 r upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/15/2021
Date

DocuSigned by:
Katja Fox
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:
[signature]
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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts..

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472

Indirect As A Percent of Direct 0.0%

Contractor Initials DC
Date 6/15/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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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

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177276-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 1145 Sagamore Ave, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: .

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided in subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

10/31/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Seacoast Mental Health Center, Inc.

10/30/2020
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/1/2020
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

DS

Contractor Initials

Date 10/30/2020

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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

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

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Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Monica F. Kieser		1.12 Name and Title of Contractor Signatory Monica F. Kieser, President Board of Directors	

1.13 Acknowledgement: State of NH, County of Rockingham

On August 1, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Lorraine Mansfield	LORRAINE MANSFIELD Justice of the Peace - New Hampshire My Commission Expires February 6, 2024
1.13.2 Name and Title of Notary or Justice of the Peace Lorraine Mansfield, J.P.	
1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MFH
Date 8/1/19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MPK
Date 8/1/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MPM

Date 8/1/19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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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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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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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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2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting.

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

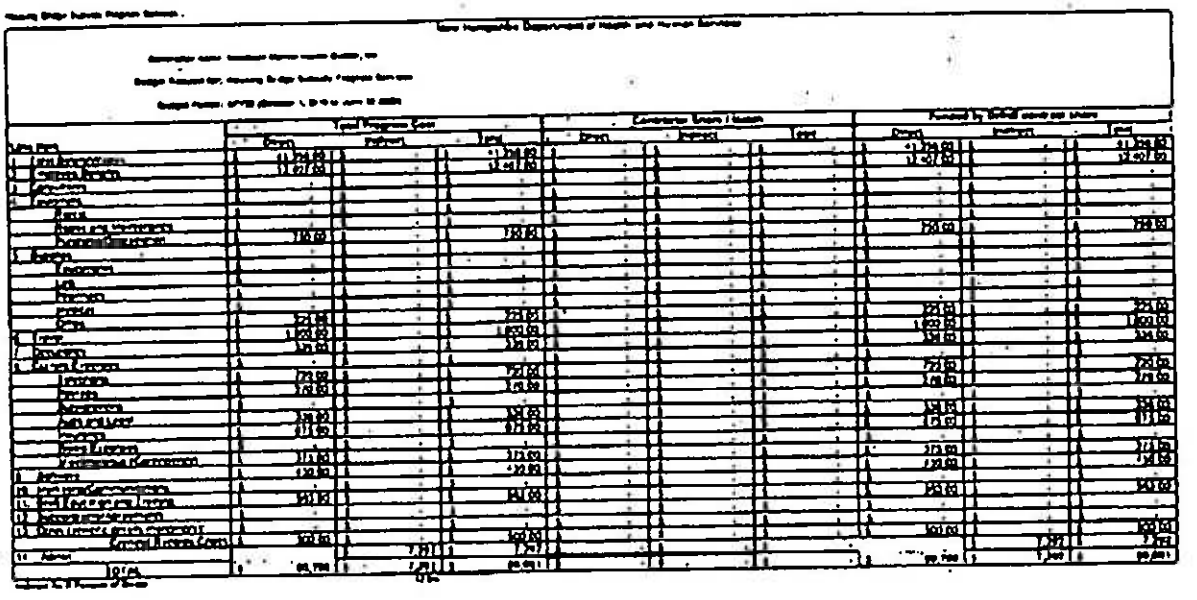

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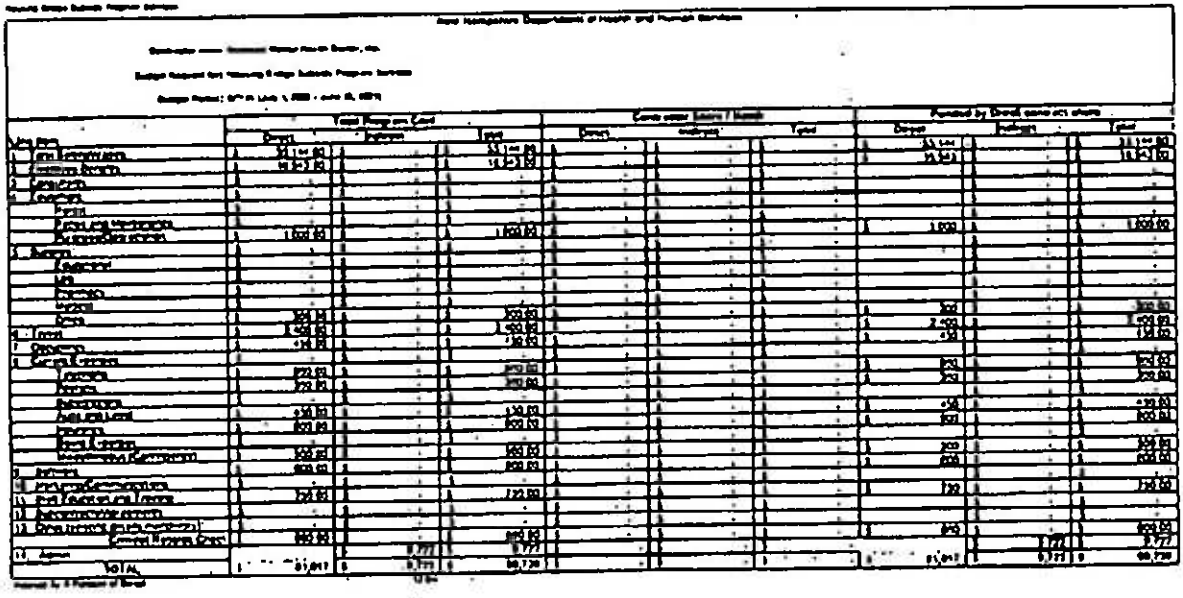
Exhibit B-1 Budget



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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Seacoast Mental Health Center Inc

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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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.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials MPK
Date 8/1/19

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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 (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Seacoast Mental Health Center Inc.

8/1/19
Date

Monica F. Kieser
Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MFK
Date 8/1/19

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment:

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Seacoast Mental Health Center dba

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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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: Seacoast Mental Health Center Inc.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MFK
Date 8/1/19

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Seacoast Mental Health Center, Inc
The State	Name of the Vendor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Monica F. Kieser
Name of Authorized Representative	Name of Authorized Representative
Director	President Board of Directors
Title of Authorized Representative	Title of Authorized Representative
8/2/19	8/1/19
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Seacoast Mental Health Center Inc.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ✓ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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 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

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended January 12, 2022 (Item #18), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $26,958,536

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, 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, 2023, 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

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

5/23/2023
Date

Name: Katja S. Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

DocuSigned by:
Wayne Goss
F7709F35E94D47E...

5/22/2023
Date

Name: Wayne Goss
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

DocuSigned by:
Robyn Guarino
748734844941480...

Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least one (1) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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Contractor Initials _____
5/22/2023
Date _____

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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

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Contractor Initials
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2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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Exhibit A, Amendment #4

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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed.

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered

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BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion

Contractor Initials DS WG
Date 5/22/2023

Exhibit A, Amendment #4

2.2.1. The Contractor shall operate a program for adults with serious mental illness that includes:

2.2.1.1. Independent living units for a minimum of 2 individuals with approximately 120 days average length of stay; and

2.2.1.2. In-Home Providers for a minimum of 4 individuals.

2.2.2. The Contractor shall ensure the personnel provided includes at least a 0.5 FTE program manager to oversee the 6-bed expansion program.

2.2.3. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

2.2.3.1. Individuals being discharged from NHH or Glencliff Home;

2.2.3.2. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

2.2.3.3. Individuals with dual diagnosis of severe mental illness and developmental disability who are ready to discharge from a community residence; and

2.2.3.4. Individuals requiring short-term housing assistance to stabilize their living situation.

2.2.4. The Contractor shall ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

2.2.5. The Contractor shall ensure discharge planning begins within 30 days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor shall ensure discharge planning includes, but is not limited to:

2.2.5.1. Initial assessment of the individual's ability to live independently.

2.2.5.2. Input of wants and needs from the client, and guardian if applicable.

2.2.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

2.2.6. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.2.7. 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:

2.2.7.1. Total number of vacant and occupied beds during the reported period.

2.2.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

2.2.7.3. Length of stay upon discharge.

2.2.7.4. All referral source(s) and discharge locations.

2.2.7.5. Programmatic offerings.

2.3. **Northam House**

2.3.1. The Contractor shall operate a three (3) bed certified community residence community residential program located at 83 Country Farm Cross Rd, Dover, NH for adults who:

2.3.1.1. Have a dual diagnosis of severe mental illness/severe and persistent mental illness; and

2.3.1.2. Are eligible for community mental health services; and

2.3.1.3. Must be determined eligible by a Developmental Services Area Agency with complex clinical and forensic behaviors.

2.3.1.4. Are admitted adults no longer meeting the level of care provided by New Hampshire Hospital, Glencliff Home, or Designated Receiving Facilities, but in order to successfully transition to the least restrictive environment in their community of choice do require:

2.3.1.4.1. A high level of supervision;

2.3.1.4.2. A high level of clinical need; and

2.3.1.4.3. A high ratio of staff to resident.

2.3.2. The Contractor shall accept referrals from NHH, DRFs, Glencliff Home, and the CMHCs.

2.3.3. The Contractor shall maintain the appropriate licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules He-P 814, He-M 1000, and/or He-M 1002.

2.3.4. The Contractor shall provide residential and wrap-around services in accordance with appropriate New Hampshire Administrative Rules found in chapters He-M 202, He-M 310, He-M 400, and He-M 500.

2.3.5. The Contractor shall have referral, admission, evaluation, and discharge processes that are approved by the Department within 90 days of the contract approval date.

2.3.6. The Contractor shall ensure that discharge planning begins at admission. The Contractor shall provide a written discharge plan that includes the following:

2.3.6.1. An evaluation of the individual's current situation;

2.3.6.2. The individual's current mental health or healthcare status and transition plan for the individual's transition into another service intensity level of care within supportive housing, or otherwise transition to a less restrictive environment or more intensive environment, as appropriate to meet the individual's care needs;

2.3.6.3. Developing and implementing a collaborative relationship with the community mental health center and natural supports, including family, to develop treatment plans designed to return each individual to the community;

2.3.6.4. Involving the individual's family to support integration into the community, with the individual's consent; and

2.3.6.5. Identifying any barriers to placement in the community and developing a plan to overcome those barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.

2.3.7. The Contractor shall provide, in writing, the following information on a quarterly basis and through yearly chart audits, to include:

2.3.7.1. The number of individuals admitted and discharged during that time period;

2.3.7.2. Any waitlist times;

2.3.7.3. Readmission rates to both NHH and emergency departments for individuals being served;

2.3.7.4. The individual's progress towards independent living including, but not limited to:

2.3.7.4.1. Medication issues.

2.3.7.4.2. Problematic behaviors.

2.3.7.4.3. Sentinel events.

2.3.7.5. Length of stay upon discharge;

2.3.7.6. All referral source(s) and discharge locations;

2.3.7.7. Employment status upon entry and exit;

2.3.7.8. Time for individuals to transition from the program to other community based living;

2.3.7.9. Evidence of the individual's involvement in development of their service plan and crisis/safety plan; and

2.3.7.10. Where individuals were discharged, and what services were in place upon discharge.

2.4. **Supportive Housing Continuum**

2.4.1. The Contractor shall provide in-home provider housing for three (3) individuals age 18 years and older with:

2.4.1.1. Severe mental illness (SMI) or severe and persistent mental illness (SPMI); or

2.4.1.2. SMI and SPMI with a co-occurring disorder of:

2.4.1.2.1. An acquired brain disorder;

2.4.1.2.2. An intellectual disability; or

2.4.1.2.3. A substance use disorder; or

2.4.1.3. SMI and SPMI with complex medical needs.

2.4.2. The Contractor shall provide services in this Agreement pursuant to NH Administrative Rule, He-M 1002, Certification Standards for Behavioral Health Community Residences.

2.4.3. The Contractor's services and supervision under this supportive housing program shall be limited to the applicable certification requirements, allowable enrolled Medicaid provider limitations, and

limited to the needs identified in the individual's care plan that are not otherwise provided and reimbursable under existing Medicaid waiver programs pertaining to the individual's care, including Developmental Disabilities, Acquired Brain Disorder, Choices for Independence, or other services covered under the NH Medicaid State Plan or amendments thereof.

2.4.4. The Contractor shall seek, or collaborate with involved providers to seek a waiver of the limitation in the event an individual care plan indicates service intensity needs in excess of applicable Medicaid limitations.

2.4.4.1. If the waiver is not granted sufficiently to meet the service intensity needs, all services not reimbursable under Medicaid will be allowable for reimbursement under contracted general funds based on applicable licensing.

2.4.5. The Contractor shall provide short and/or long term housing through a contracted home care provider, including individualized support services which are available twenty-four (24) hours per day, seven (7) days per week to meet individualized service needs as outlined in each individual's service plan pursuant to NH Administrative Rule He-M 426. The Contractor shall:

2.4.5.1. Ensure supervision occurs on-site when the individual is home;

2.4.5.2. Arrange overnight supervision in the home, as provided by the home provider, with additional staffing as necessary;

2.4.5.3. Ensure individuals whose service intensity level increases or decreases over time have the ability to transition into another supportive housing program that meets their new service intensity needs, if available and approved by the individual, their guardian if applicable, the new provider, and the Department;

2.4.5.4. Assist each individual with securing a local primary care physician (PCP), and provide referrals to other medical professionals, as requested or required and as selected by the individual; and

2.4.5.5. Exchange health information with medical providers and other professionals at regular intervals with the written consent of the individual and/or guardian.

2.4.6. The Contractor shall develop and maintain a Home Provider Model of Care that provides short- to long-term supportive housing. The Contractor shall:

2.4.6.1. Provide the necessary intensity of service required by each individual, which may include:

2.4.6.1.1. Short-term housing for one (1) year or less; or

2.4.6.1.2. Long-term housing for more than one (1) year for individuals who have more intense and chronic needs; and

2.4.6.2. Provide necessary supports for a minimum of three (3) individuals to live in a community environment in new housing placements within Community Mental Health Region 9. The Contractor shall provide each individual with:

2.4.6.2.1. Opportunities for work, as desired by each individual;

2.4.6.2.2. Person-centered services based on intensity required by each individual;

2.4.6.2.3. Life skills training;

2.4.6.2.4. Mental illness management and recovery techniques; and

2.4.6.2.5. Promotion of optimal health management.

2.4.7. The Contractor shall assist individuals with improving their mental health and overall well-being in a non-hospital setting by supporting wellness and recovery through referrals and linkages to community-based services that may include, but are not limited to:

2.4.7.1. Peer support services.

2.4.7.2. Whole-health support services.

2.4.7.3. Area Agency developmental services in accordance with New Hampshire Administrative Rule He-M 500, Developmental Services.

2.4.7.4. Community mental health services in accordance with New Hampshire Administrative Rule He-M 400, Community

Mental Health, Part 426, Community Mental Health Services, herein referenced as He-M 426.

2.4.7.5. Substance use disorder and recovery services.

2.4.7.6. Brain injury services.

2.4.7.7. Primary or specialty medical services.

2.4.8. The Contractor shall ensure services cultivate and sustain interpersonal relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that builds resiliency and strength based recovery and wellness skills.

2.4.9. The Contractor shall provide assistance and instruction to improve and maintain an individual's daily living skills, personal development, and community activities that include, but are not limited to:

2.4.9.1. Personal decision-making.

2.4.9.2. Learning to cope with change.

2.4.9.3. Learning to negotiate within guidelines.

2.4.9.4. Understanding rules and laws.

2.4.9.5. Personal care, budgeting, shopping, and other functional skills.

2.4.9.6. Setting and achieving personal goals.

2.4.9.7. Household chores and responsibilities.

2.4.9.8. Having relationships with people with and without mental illness.

2.4.9.9. Accessing a wide range of integrated community activities including recreational, vocational, cultural, and other opportunities.

2.4.9.10. Participating in religious services and practices of the individual's choosing.

2.4.9.11. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.

2.4.10. The Contractor shall ensure individuals have access to program modalities that include, but are not limited to:

2.4.10.1. Access to Good Lives/Old-Me/New-Me Problematic Sexual Behavior (PSB).

2.4.10.2. Emotional Regulation Skills System for the Cognitively Challenged.

2.4.10.3. Enhanced-Illness Management and Recovery (E-IMR).

2.4.10.4. Individual and group therapies.

2.4.10.5. Dialectical Behavior Therapy (DBT).

2.4.11. The Contractor shall delineate services provided by collaborating and meeting with the individual's providers on a quarterly basis to review service plan objectives and goals. The Contractor shall ensure services are delineated by categories including, but not limited to:

2.4.11.1. Substance use disorder.

2.4.11.2. Community mental health program.

2.4.11.3. Intellectual disability.

2.4.11.4. Brain injury.

2.4.11.5. Medical.

2.4.11.6. Acquired brain disorder.

2.4.11.7. Other providers as needed.

2.4.12. The Contractor shall provide all home providers with a training workshop by a clinician on topics including, but not limited to:

2.4.12.1. Understanding mental health disorders.

2.4.12.2. Medication monitoring.

2.4.12.3. Intellectual disabilities.

2.4.12.4. Traumatic brain injuries.

2.4.13. The Contractor shall ensure Home Providers attend and actively engage in quarterly service review meetings. The Contractor shall ensure Home Providers provide reports on:

2.4.13.1. Medication compliance and potential side effects;

2.4.13.2. Problematic behaviors;

2.4.13.3. Questions or concerns over treatment and services provided during the previous quarter;

2.4.13.4. Areas of progress and positive outcomes; and

2.4.13.5. Ongoing discussions related to discharge criteria and planning.

2.4.14. The Contractor shall ensure Home Providers utilize the Community Partners Nursing Line for health and medication related issues, and follow all behavioral guidelines developed by the treatment team.

2.4.15. The Contractor shall ensure the Home Providers are instructed on how to complete incident reports in the event of serious health and medication related issues.

2.4.16. The Contractor shall develop an Individualized Treatment Plan (ITP) in accordance with NH Administrative Rule He-M 426 for each eligible individual. The Contractor shall ensure each ITP includes, but is not limited to:

2.4.16.1. Goals and objectives identified by the individual or their caretaker relative to participation in community-based activities.

2.4.16.2. Plan for seeking employment, as desired by the individual.

2.4.16.3. Plan to reunite with friends and family, as appropriate.

2.4.16.4. Plan to join peer support networks.

2.4.17. The Contractor shall support a culture of wellness and actively provide or facilitate connection to tobacco intervention services for all individuals who are former or current smokers. The Contractor shall:

2.4.17.1. Ensure staff are trained in the five steps to smoking cessation intervention by the Agency for Healthcare Research and Quality;

2.4.17.2. Ensure appropriate supports are accessible to non-smoking individuals that assist former smokers maintain their non-smoking status;

2.4.17.3. Provide individuals with public health related information relative to the risks of smoking and secondary smoke exposure;

2.4.17.4. Provide opportunities for individuals to join support groups that may include, but are not limited to InSHAPE; and

2.4.17.5. Provide ongoing smoking cessation treatments including, but not limited to the Healthy Choices-Healthy Changes program for current smokers.

2.4.18. The Contractor shall begin discharge planning during the admission process. The Contractor shall ensure:

2.4.18.1. Each individual works with their team to identify and create a transitional Path to Success map; and

2.4.18.2. Each discharge plan identifies person-centered indicators that demonstrate readiness for transition and discharge to a less restrictive environment.

2.4.19. Program Admission Requirements

2.4.19.1. The Contractor shall establish an admission process approved by the Department to ensure the successful entry of accepted individuals into the program.

2.4.19.2. The Contractor shall limit program admission to individuals in accordance with the service intensity level(s) for which the Contractor is approved by the Department to provide, and within the Department approved community environment and capacity limitations.

2.4.19.3. The Contractor shall accept referrals from New Hampshire Hospital (NHH), Glencliff Home, all Designated Receiving Facilities (DRFs), other inpatient hospitals, and community mental health programs.

2.4.19.4. The Contractor shall adhere to a Department approved written referral protocol that includes:

2.4.19.4.1. A review and evaluation of the individual's current situation;

2.4.19.4.2. An assessment of intensity of service need level and anticipated duration of need; and

2.4.19.4.3. Referral disposition.

2.4.19.5. The Contractor shall maintain a list of referred individuals, in order of referral date and by service intensity need level, for whom admission is sought, but occupancy is not yet available. The Contractor shall ensure:

2.4.19.5.1. Referrals from Glencliff Home are prioritized for review.

2.4.19.6. The Contractor shall respond in writing within 14 days to:

2.4.19.6.1. All referral sources, as described in Section 2.5.20.3., regarding the individual's acceptance or denial into the supportive housing program; and

2.4.19.6.2. The referral source and to the Department regarding any contingencies placed on the acceptance, or denial of referrals, and provide an explanation of contingencies or reason for denial.

2.4.19.6.2.1. For any individuals referred by Glencliff Home, the Contractor shall notify the Department for consultation prior to taking action on a denial.

2.4.19.7. The Contractor shall communicate with the referring entity verbally, within twenty-four (24) hours, and in writing, within 14 business days, as to the reason(s) for the unsuccessful transition upon admittance.

2.4.20. Program Discharge Requirements

2.4.20.1. The Contractor shall have a discharge process, for individuals who discharge from the supportive housing program, including, but not limited to:

2.4.20.1.1. An evaluation of the individual's current level of functioning, supports, and strengths.

2.4.20.1.2. The individual's current mental health, healthcare, and legal status.

2.4.20.1.3. The individual's transition plan for the transitioning into another service intensity level of care within supportive housing, or other transition to a less restrictive or more intensive environment, as appropriate to meet the individual's care needs.

2.4.20.1.4. Development and implementation of a collaborative relationship with the community mental health center and natural supports, including family, to develop treatment plans designed to return each individual to the community.

2.4.20.1.5. Involvement of the individual's family to support integration into the community, with the individual's consent.

2.4.20.1.6. Identification of any barriers to placement in the community.

2.4.20.1.7. Development of a plan to overcome identified barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.

2.4.21. The Contractor shall provide the written procedures for referrals, admissions, evaluations and discharges to the Department no later than 30 days from the contract effective date, which outline the process for:

2.4.21.1. Identifying individual's service level needs; and

2.4.21.2. Connecting to, and engaging with, community based service providers will occur.

2.4.22. 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, herein referred to as He-M 204.

2.4.23. The Contractor shall assess the legal commitment status, if any, of individuals receiving services pursuant to this contract, and if deemed appropriate, provide for the continuation of the commitment via the proper legal process. If applicable for any individual, the Contractor shall also work with the NH Department of Corrections, the applicable NH County Attorney's Office, and the NH Office of the Attorney General.

2.4.24. The Contractor shall comply with all state and federal laws and regulations pertaining to the certification, licensure and operation of a community residential program.

2.4.25. Reporting

2.4.25.1. The Contractor shall meet with the Department on a quarterly basis, or as otherwise requested by the Department, to review:

2.4.25.1.1. Referral list, including source and outcomes of all referrals;

2.4.25.1.2. Length of stay upon discharge;

2.4.25.1.3. Each individual's progress towards independent living, including, but not limited to:

2.4.25.1.3.1. Medication issues.

2.4.25.1.3.2. Problematic behaviors.

2.4.25.1.3.3. Incident reports.

2.4.25.1.4. Programmatic offerings that may include, but are not limited to:

2.4.25.1.4.1. Social activities and outings.

2.4.25.1.4.2. Vocational support services.

2.4.25.1.4.3. Wellness groups.

2.4.25.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department except for the Adult Needs and Strengths Assessment (ANSA) data as otherwise specified. Any required system changes that need to occur in order to support this shall be completed within six (6) months from the contract effective date.

2.4.25.3. The Contractor shall submit individual client-level demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters. The Contractor shall ensure:

2.4.25.3.1. Data is submitted to the Department's Phoenix system where applicable utilizing the Contractor(s) Electronic Health Record (EHR) system within six (6) months of contract effective date;

2.4.25.3.2. All data is submitted in the format, content, completeness, frequency, method and timeliness specified by the Department;

2.4.25.3.3. All client data submitted includes a Medicaid ID number for clients who are enrolled in Medicaid, and where applicable, previously enrolled in Medicaid and historical Medicaid ID number is available; and

2.4.25.3.4. Data elements include, but are not be limited to:

2.4.25.3.4.1. Number of beds occupied within the reporting period.

2.4.25.3.4.2. Name, date of birth and legal status if individual is under court ordered treatment or involved in criminal justice system.

2.4.25.3.4.3. Admission date and anticipated discharge date.

2.4.25.3.4.4. Employment status.

2.4.25.3.4.5. Secondary diagnosis of substance use disorder, intellectual disability or traumatic brain injury.

2.4.25.3.4.6. Insurance carrier of individual.

2.4.25.3.4.7. Referral source, which may include, but is not limited to:

2.4.25.3.4.7.1. NHH.

2.4.25.3.4.7.2. CMHCs.

2.4.25.3.4.7.3. DRFs.

2.4.25.3.4.7.4. Glencliff Home.

2.4.25.3.4.8. Number of unique individuals served.

2.4.25.3.4.9. Services provided.

2.4.25.3.4.10. Location where services were provided.

2.4.25.3.4.11. Length of time service or services provided.

2.4.25.3.4.12. Diversions from hospital stays.

2.4.25.3.4.13. Thirty (30) day hospital readmission rates.

2.4.25.3.4.14. Housing status upon discharge.

2.4.25.3.4.15. Smoking status.

2.4.25.3.4.16. All data needed to comply with federal reporting requirements.

2.4.25.4. The Contractor shall provide other key data and metrics, including client-level demographic, performance, and service data, as required by the Department.

2.4.25.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a Contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

2.4.25.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.4.25.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.4.25.6.2. Ensuring data files and records are consistent with reporting specification requirements.

2.4.25.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.4.25.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.4.25.6.5. Participating in Departmental efforts for system-wide data quality improvement.

2.4.25.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.4.25.6.6.1. All data is formatted in accordance with the file specifications;

2.4.25.6.6.2. No records will reject due to illegal characters or invalid formatting; and

2.4.25.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.4.25.7. The Contractor shall meet the following standards:

2.4.25.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

2.4.25.7.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.4.25.11.

2.4.25.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.4.25.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.4.25.8.1. The waiver length shall not exceed 180 days.

2.4.25.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.4.25.9. After approval of the corrective action plan, the Contractor shall implement the plan.

2.4.25.10. Failure of the Contractor to implement the plan may require:

2.4.25.10.1. Another plan; or

2.4.25.10.2. Other remedies, as specified by the Department.

2.4.26. Privacy Impact Assessment

2.4.26.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.4.26.1.1. How PII is gathered and stored;

2.4.26.1.2. Who will have access to PII;

2.4.26.1.3. How PII will be used in the system;

2.4.26.1.4. How individual consent will be achieved and revoked; and

2.4.26.1.5. Privacy practices.

2.4.27. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2.4.27.1. Quality Assurance

2.4.27.1.1. The Contractor shall ensure quality assurance by cooperating in performance reviews and utilization reviews determined necessary and appropriate by the Department based on the Contractor's applicable licensing and certifications and allowable service provisions, within timeframes specified by the Department, in order to ensure the efficient and effective administration of the program. The Contractor shall:

2.4.27.1.1.1. Maintain detailed client records;

2.4.27.1.1.2. Participate in quarterly meetings to review submitted quarterly reports in order to identify

ongoing programmatic improvements;

2.4.27.1.1.3. Ensure annual reviews of the effectiveness of services are measured using the ANSA, or other approved Evidence Based assessment;

2.4.27.1.1.4. Submit evaluation of individual service encounter data that through the Department's Phoenix reporting system, or other identified format, to inform care monitoring and ongoing agency-wide quality service monitoring;

2.4.27.1.1.5. Submit monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity;

2.4.27.1.1.6. Engage in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served; and

2.4.27.1.1.7. Ensure peers are integrated a minimum of sixty (60) percent of the time services are provided.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved,
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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, Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

    15.2. The contracted home providers' stipend shall not exceed $150.69 per day.

16. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.3., Northam House, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2023 through June 30, 2025, and shall be in accordance

with the approved line item, as specified in Exhibit B-5, Amendment #4 , Budget, and Exhibit B-6, Amendment #4, Budget.

17. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.4., Supportive Housing Continuum, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2023 through June 30, 2025, and shall be in accordance with the approved line item, as specified in Exhibit B-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

17.1. The Contractor shall be reimbursed through contracted general funds for services and supervision provided under the supportive housing program that are not otherwise reimbursable unde the individual's health insurance, a Medicaid Community Based Care Waiver, or the Medicaid State Plan.

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New Hampshire Department of Health and Human Services

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Northam House	Supported Housing Bed Expansion	Supportive Housing Continuum
	Direct	Direct	Direct	Direct	Direct
1. Total Salary/Wages	$ 266,346	$ 55,144	$ 48,450	$ 63,880	$ 98,872
2. Employee Benefits	$ 126,560	$ 16,543	$ 19,375	$ 42,182	$ 48,460
3. Consultants	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,185	$ -	$ -	$ -	$ 1,185
Repair and Maintenance	$ 6,000	$ -	$ 6,000	$ -	$ -
Purchase/Depreciation	$ 12,500	$ 1,000	$ 4,000	$ 7,500	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,050	$ -	$ -	$ 250	$ 800
Consumables	$ 12,900	$ -	$ -	$ 12,900	$ -
Household	$ -	$ -	$ -	$ -	$ -
Medical/Rehabilitation	$ 750	$ -	$ -	$ 300	$ 450
Office	$ 7,605	$ 300	$ 3,980	$ 2,725	$ 600
6. Travel	$ 7,500	$ 4,500	$ -	$ 2,000	$ 1,000
7. Occupancy	$ 133,128	$ 450	$ 91,728	$ -	$ 40,950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -
Telephone	$ 7,220	$ 960	$ 500	$ 3,120	$ 2,640
Postage	$ 480	$ 360	$ -	$ -	$ 120
Audit and Legal	$ 1,950	$ 450	$ -	$ -	$ 1,500
Insurance	$ 4,995	$ 900	$ 1,500	$ 1,020	$ 1,575
Miscellaneous (Contingency)	$ 3,000	$ 500	$ -	$ 2,500	$ -
Utilities (electricity, heat, internet, phone, cable)	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,540	$ 600	$ -	$ 1,050	$ 1,890
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,400	$ 750	$ -	$ 1,850	$ 800
12. Subcontracts/Agreements	$ 334,950	$ -	$ -	$ 165,000	$ 169,950
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 3,400	$ 1,000	$ -	$ -	$ 2,400
Client Funds	$ -	$ -	$ -	$ -	$ -
Unit Damage	$ -	$ -	$ -	$ -	$ -
Rental Payments	$ 21,020	$ -	$ -	$ 21,020	$ -
Staff Recruiting	$ 2,750	$ -	$ -	$ 2,750	$ -
Facility Fit-Up Cost	$ -	$ -	$ -	$ -	$ -
15. Admin/Indirect	$ 49,621	$ 10,015	$ -	$ 39,606	$ -
TOTAL	$ 1,011,850	$ 93,472	$ 175,533	$ 369,653	$ 373,192

Indirect As A Percent of Direct

DS
WG

Contractor Initials

5/22/2023
Date

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New Hampshire Department of Health and Human Services

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Northam House	Supported Housing Bed Expansion	Supportive Housing Continuum
	Direct	Direct	Direct	Direct	Direct
1. Total Salary/Wages	$ 266,346	$ 55,144	$ 48,450	$ 63,880	$ 98,872
2. Employee Benefits	$ 126,560	$ 16,543	$ 19,375	$ 42,182	$ 48,460
3. Consultants	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,185	$ -	$ -	$ -	$ 1,185
Repair and Maintenance	$ 6,000	$ -	$ 6,000	$ -	$ -
Purchase/Depreciation	$ 12,500	$ 1,000	$ 4,000	$ 7,500	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,050	$ -	$ -	$ 250	$ 800
Consumables	$ 12,900	$ -	$ -	$ 12,900	$ -
Household	$ -	$ -	$ -	$ -	$ -
Medical/Rehabilitation	$ 750	$ -	$ -	$ 300	$ 450
Office	$ 7,605	$ 300	$ 3,980	$ 2,725	$ 600
6. Travel	$ 7,500	$ 4,500	$ -	$ 2,000	$ 1,000
7. Occupancy	$ 133,128	$ 450	$ 91,728	$ -	$ 40,950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -
Telephone	$ 7,220	$ 960	$ 500	$ 3,120	$ 2,640
Postage	$ 480	$ 360	$ -	$ -	$ 120
Audit and Legal	$ 1,950	$ 450	$ -	$ -	$ 1,500
Insurance	$ 4,995	$ 900	$ 1,500	$ 1,020	$ 1,575
Miscellaneous (Contingency)	$ 3,000	$ 500	$ -	$ 2,500	$ -
Utilities (electricity, heat, internet, phone, cable)	$ -	$ -	$ -	$ -	$ -
9. Software	$ 3,540	$ 600	$ -	$ 1,050	$ 1,890
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 3,400	$ 750	$ -	$ 1,850	$ 800
12. Subcontracts/Agreements	$ 334,950	$ -	$ -	$ 165,000	$ 169,950
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -
Criminal Record Checks	$ 3,400	$ 1,000	$ -	$ -	$ 2,400
Client Funds	$ -	$ -	$ -	$ -	$ -
Unit Damage	$ -	$ -	$ -	$ -	$ -
Rental Payments	$ 21,020	$ -	$ -	$ 21,020	$ -
Staff Recruiting	$ 2,750	$ -	$ -	$ 2,750	$ -
Facility Fit-Up Cost	$ -	$ -	$ -	$ -	$ -
15. Admin/Indirect	$ 49,621	$ 10,015	$ -	$ 39,606	$ -
TOTAL	$ 1,011,850	$ 93,472	$ 175,533	$ 369,653	$ 373,192

Indirect As A Percent of Direct

DS
WG

Contractor Initials
Date 5/22/2023

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **62273**

Certificate Number: **0006194241**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: E3928DBA-6A50-4A9C-BA3D-703B3DCA69A4

State of New Hampshire

Department of State

Business Name : **BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC.**

Business ID : **62273**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0005037460	11/03/2020	11/03/2020	Nonprofit Report	2020
0004767387	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003188390	11/24/2015	11/24/2015	Nonprofit Report	2015
0000474314	12/20/2010	12/20/2010	Annual Report	2010
0000474313	10/08/2010	10/08/2010	Reminder Letter	N/A
0000474312	02/02/2006	02/02/2006	Annual Report	2005
0000474311	09/26/2001	09/26/2001	Amendment	N/A
0000474310	09/07/2000	09/07/2000	Annual Report	2000
0000474309	02/03/1998	02/03/1998	Amendment	N/A
0000474308	04/25/1997	04/25/1997	Amendment	N/A
0000474307	01/25/1996	01/25/1996	Annual Report	1995
0000474306	05/23/1984	05/23/1984	Amendment	N/A
0000474305	09/24/1982	09/24/1982	Business Formation	N/A

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State of New Hampshire

Department of State

Trade Name Information

Business Name	Business ID	Business Status
BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY	386680	Expired
BEHAVIORAL HEALTH SERVICES OF STRAFFORD COUNTY	386679	Expired
COMMUNITY PARTNERS OF STRAFFORD COUNTY	455172	Active
FREE ENTERPRISE JOB TRAINING SYSTEM	13795	Expired
ARTISAN INDUSTRIES	53629	Expired
SALMON FALLS MANUFACTURING	84984	Expired
ADVANCE EMPLOYMENT SERVICES	176675	Expired
ADVANCE EMPLOYMENT SERVICES	85345	Active
A Formal Affair	715296	Expired
ROCHESTER COMMUNITY COUNSELING	780945	Active
P.A.R.T. ONE	781205	Active
THE JOB CLUB	781206	Active
DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY	386678	Expired

Name History

Name	Name Type
DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC.	
DEVELOPMENTAL DISABILITIES SERVICES OF REGION IX, INC.	

Principal Information

Name	Title
Ann Landry	Secretary
Brian Collins	Director
Kathleen Boisclair	President
Wayne Goss	Vice President
Anthony Demers	Treasurer

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **455172**

Certificate Number: **0006237659**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Gary Gletow, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 23rd, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Wayne Goss, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/26/23

Signature of Elected Officer
Name: Gary Gletow
Title: Secretary

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hanover Ins Group INSURER B: Granite State Health Care and Human Services Self-I INSURER C: Philadelphia Indemnity Ins Co — 18058 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/D&O 23-24 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			ZDV-J217764-00	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVJ207949-00	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVJ207889-00	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000545 (3a.) NH	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			PHSD1754200	11/01/2022	11/01/2023	Limit Deductible	$5,000,000 $35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH; Department of Health &
Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Gunn

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency

Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

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BerryDunn

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2022 and 2021

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2022 and 2021, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2022

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2022 and 2021

	2022	2021
ASSETS		
Cash and cash equivalents	$ 9,709,578	$ 6,897,442
Restricted cash	112,619	112,592
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	591,137	299,756
Prepaid expenses	286,650	460,431
Property and equipment, net	2,512,205	2,492,164
Total assets	$15,347,637	$13,059,759
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 2,105,943	$ 2,055,823
Paycheck Protection Program (PPP) funding	-	3,375,000
Estimated third-party liabilities	1,757,667	1,206,028
Operating lease payable	120,634	98,894
Loan fund	89,656	89,629
Notes payable	459,039	553,729
Total liabilities	4,532,939	7,379,103
Net assets		
Without donor restrictions	10,742,284	5,600,644
With donor restrictions	72,414	80,012
Total net assets	10,814,698	5,680,656
Total liabilities and net assets	$15,347,637	$13,059,759

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2022 and 2021

	2022	2021
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	$38,225,994	$34,521,525
Medicare revenue	318,134	304,321
Client resources	2,165,275	2,081,203
Contract revenue	3,684,935	3,014,955
Grant income	3,516,082	2,369,938
Interest income	17,435	21,309
Other program revenue	-	44,650
Public support	3,507,647	125,308
Other revenue	113,459	921,198
Total public support and revenue	51,548,961	43,404,407
Net assets released from restrictions	30,932	59,689
Total public support, revenue, and releases	51,579,893	43,464,096
Expenses		
Program services		
Case management	1,197,952	1,107,522
Day programs and community support	4,790,969	4,770,513
Early support services and youth and family	4,786,014	4,555,661
Family support	639,592	646,820
Residential services	17,572,714	14,833,402
Consolidated services	5,270,513	4,621,721
Adult services	3,065,530	2,601,108
Emergency services	856,877	679,164
Other	4,206,251	4,279,398
Total program expenses	42,386,412	38,095,309
Supporting services		
General management	4,051,841	3,786,813
Total expenses	46,438,253	41,882,122
Change in net assets without donor restrictions	5,141,640	1,581,974
Changes in net assets with donor restrictions		
Grants and contributions	23,334	37,953
Net assets released from restrictions	(30,932)	(59,689)
Change in net assets with donor restrictions	(7,598)	(21,736)
Change in net assets	5,134,042	1,560,238
Net assets, beginning of year	5,680,656	4,120,418
Net assets, end of year	$10,814,698	$ 5,680,656

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2022

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 862,564	$ 3,706,450	$ 4,867,194	$ 326,431	$ 18,494,871	$ 5,755,660	$ 3,526,680	$ 97,652	$ 588,492	$ 38,225,994	$ -	$ 38,225,994
Medicare revenue	-	42,089	-	-	-	-	204,109	-	71,936	318,134	-	318,134
Client resources	41,846	46,110	525,533	-	1,218,738	34,328	193,903	1,147	103,870	2,165,275	-	2,165,275
Contract revenue	61,711	408,321	405,242	77,610	63,849	46,470	31,360	611,035	1,841,094	3,544,692	140,243	3,684,935
Grant income	25,124	199,059	183,983	36,863	1,311,457	87,050	161,415	9,584	1,444,526	3,459,061	57,021	3,516,082
Interest income	-	5	-	-	-	-	-	-	7	12	17,423	17,435
Public support	6,543	426	2,904	13,696	2,195	4,173	880	-	131,675	162,492	3,376,087	3,538,579
Other revenue	2,073	12,132	9,151	573	32,024	7,589	35,672	1,109	7,475	107,798	5,661	113,459
Total public support and revenue	999,661	4,412,592	5,994,007	455,173	21,123,134	5,935,270	4,154,019	720,527	4,189,075	47,983,458	3,596,435	51,579,893
Expenses												
Salary and wages	684,451	2,290,839	3,027,009	169,392	1,559,376	1,872,846	2,213,258	372,611	2,296,390	14,465,972	2,622,748	17,088,720
Employee benefits	149,252	601,201	529,744	35,485	336,238	116,874	1,411	53,242	627,876	2,451,323	429,617	2,880,940
Payroll taxes	51,865	195,807	237,544	13,150	121,551	155,454	124,095	29,277	203,053	1,131,796	188,223	1,320,019
Contracted substitute staff	-	50	-	-	-	-	-	-	-	50	-	50
Client treatment services	108,522	623,262	124,688	319,748	5,826,855	2,874,566	194,353	-	36,417	10,108,411	60	10,108,471
Professional fees and consultants	30,160	58,440	233,955	13,758	57,539	16,043	72,822	149,550	159,159	791,426	208,134	999,560
Subcontractors	-	-	-	-	9,298,327	-	-	-	-	9,298,327	-	9,298,327
Staff development and training	4,732	8,122	28,695	166	3,569	901	16,500	8,683	14,243	85,611	65,004	150,615
Rent	-	101,074	104,000	-	38,242	-	74,131	7,267	93,593	418,307	18,541	436,848
Interest	1,327	865	701	211	2,906	340	82	10	13,407	19,849	1,891	21,740
Utilities	8,644	45,702	18,103	1,366	16,168	2,192	20,974	1,575	33,430	148,154	15,840	163,994
Building maintenance and repairs	21,680	93,989	43,876	3,205	32,067	5,230	62,684	2,093	82,496	347,320	34,179	381,499
Other occupancy costs	20,018	105,449	48,389	3,185	22,838	5,133	34,452	4,765	54,531	298,760	30,390	329,150
Office	15,154	75,074	66,374	3,959	32,803	5,591	40,419	52,082	91,762	383,218	166,634	549,852
Building and housing	1,874	12,276	5,944	385	6,984	504	4,507	426	9,547	42,447	4,377	46,824
Client consumables	-	12,703	2,788	1,549	25,515	33,774	2,159	1,840	35,336	115,664	528	116,192
Medical	2,223	4,452	3,367	358	2,139	583	2,207	738	3,532	19,599	3,732	23,331
Equipment maintenance	30,004	118,039	142,276	6,635	55,828	12,842	90,867	16,664	100,279	573,534	94,312	667,846
Depreciation	19,415	75,004	42,225	4,729	40,572	9,458	9,236	1,881	47,099	249,619	34,502	284,121
Advertising	-	50	50	-	-	479	50	-	100	729	155	884
Printing	-	4	14	-	-	-	33	2	106	159	48	207
Telephone and communications	22,111	71,412	54,807	4,077	16,234	6,228	41,145	6,920	50,245	273,179	57,584	330,763
Postage and shipping	786	3,135	4,457	189	1,625	378	2,867	608	7,268	21,313	2,850	24,163
Transportation	6,839	118,854	15,818	287	29,989	97,369	8,238	140,277	21,802	439,473	18,746	458,219
Assistance to individuals	29,577	82,077	3,738	53,409	16,879	47,876	6,088	478	31,567	271,689	2,197	273,886
Insurance	9,307	87,309	45,948	2,067	28,457	5,735	38,868	5,875	36,320	259,906	48,100	308,006
Membership dues	-	1,297	-	-	-	103	2,813	-	120,023	124,236	3,380	127,616
Other	11	4,683	1,504	2,282	13	14	1,151	13	36,670	46,341	69	46,410
Total expenses	1,197,952	4,790,969	4,786,014	639,592	17,572,714	5,270,513	3,065,530	856,877	4,206,251	42,386,412	4,051,841	46,438,253
Change in net assets without restrictions	$ (198,291)	$ (378,377)	$ 1,207,993	$ (184,419)	$ 3,550,420	$ 664,757	$ 1,088,489	$ (136,350)	$ (17,176)	$ 5,597,046	$ (455,406)	$ 5,141,640

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2021

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 958,139	$ 3,382,580	$ 4,875,562	$ 311,161	$ 15,683,299	$ 4,805,506	$ 3,951,142	$ 68,790	$ 485,346	$ 34,521,525	$ -	$ 34,521,525
Medicare revenue	-	28,678	471	-	-	-	227,248	-	47,924	304,321	-	304,321
Client resources	37,868	42,000	468,541	2	1,158,381	31,684	171,019	60,333	91,377	2,081,203	-	2,081,203
Contract revenue	70,549	241,763	505,581	76,179	46,803	46,470	10,720	217,618	1,671,051	2,886,734	128,221	3,014,955
Grant income	23,933	260,067	121,507	42,551	80,686	14,955	84,571	5,136	1,683,864	2,317,270	52,668	2,369,938
Interest income	-	4	-	-	-	-	-	-	9	13	21,296	21,309
Other program revenue	-	34,850	800	-	-	-	-	-	-	35,650	9,000	44,650
Public support	7,456	2,839	3,444	12,658	723	167	2,204	-	151,673	181,164	3,833	184,997
Other revenue	-	73,580	35,700	150	585,398	77,400	52,950	4,650	27,049	856,877	64,321	921,198
Total public support and revenue	1,097,943	4,066,361	6,031,606	442,701	17,555,290	4,976,182	4,499,854	356,527	4,158,293	43,184,757	279,339	43,464,096
Expenses												
Salaries and wages	673,124	2,117,099	2,820,168	207,012	1,426,816	1,882,181	1,884,434	243,799	2,229,963	13,484,596	2,498,842	15,983,438
Employee benefits	156,906	550,078	570,994	50,448	332,913	140,243	50,478	46,389	689,640	2,588,089	449,459	3,037,548
Payroll taxes	52,290	180,303	223,454	16,332	111,773	157,380	98,348	18,377	203,168	1,061,425	176,956	1,238,381
Contracted substitute staff	-	1,828	5,138	-	-	-	-	-	-	6,966	-	6,966
Client treatment services	16,503	578,112	109,468	260,328	5,063,469	2,189,673	153,990	-	7,775	8,379,318	-	8,379,318
Professional fees and consultants	32,923	60,588	197,057	9,328	51,829	18,644	54,842	328,823	178,672	932,706	149,939	1,082,645
Subcontractors	-	317,958	-	-	7,511,181	6,919	-	-	-	7,836,058	-	7,836,058
Staff development and training	7,270	14,168	27,178	890	2,683	4,943	10,313	5,337	11,132	83,914	60,512	144,426
Interest	1,661	2,302	968	265	4,077	429	419	16	15,071	25,208	2,392	27,600
Rent	-	99,994	100,086	-	37,299	-	72,381	7,168	113,699	430,627	19,255	449,882
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	20,949	4,564	29,968	145,636	19,929	165,565
Building maintenance and repairs	16,780	77,759	40,075	2,626	31,171	4,292	25,832	1,667	94,301	294,503	30,531	325,034
Other occupancy costs	6,354	87,465	34,901	1,005	10,774	1,612	23,667	-	45,759	211,537	3,285	214,822
Office	15,033	109,309	133,022	3,009	45,032	6,509	44,018	4,879	91,142	451,953	106,382	558,335
Building and housing	3,833	18,807	8,084	649	5,842	1,340	4,896	558	21,883	65,892	9,108	75,000
Client consumables	529	13,537	3,092	4,161	22,325	29,114	2,056	20	52,175	127,009	695	127,704
Medical	89	743	618	13	347	52	740	183	4,573	7,258	311	7,569
Equipment maintenance	28,093	101,380	104,761	5,432	37,252	10,290	63,873	7,202	55,218	413,301	101,352	514,653
Depreciation	19,443	85,642	46,299	4,166	37,267	8,564	13,402	1,558	47,822	264,163	35,224	299,387
Advertising	-	15	46	-	-	-	101	5	23	190	606	796
Printing	-	80	185	-	-	-	497	-	1,228	1,990	300	2,290
Telephone and communications	24,942	54,932	51,532	4,034	12,676	6,338	38,610	4,243	49,301	246,608	63,790	310,398
Postage and shipping	817	4,526	4,135	173	1,540	348	3,344	544	10,232	25,659	2,983	28,642
Transportation	1,039	97,858	4,638	286	42,567	69,068	8,408	50	20,553	244,467	4,125	248,592
Assistance to individuals	32,260	52,269	4,020	73,464	3,332	78,006	2,954	294	34,092	280,691	3,846	284,537
Insurance	9,188	90,097	45,620	1,869	25,492	3,637	38,529	3,535	43,572	261,539	43,416	304,955
Membership dues	51	928	2,567	11	98	22	4,227	33	120,736	128,673	3,575	132,248
Other	70	7,239	-	-	324	-	-	-	107,700	115,333	-	115,333
Total expenses	1,107,522	4,770,513	4,555,861	646,820	14,833,402	4,621,721	2,601,108	679,164	4,279,398	38,095,309	3,786,813	41,882,122
(Decrease) increase in net assets without restrictions	$ (9,579)	$ (704,152)	$ 1,475,945	$ (204,119)	$ 2,721,888	$ 354,461	$ 1,898,746	$ (322,637)	$ (121,105)	$ 5,089,448	$ (3,507,474)	$ 1,581,974

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Change in net assets	$ 5,134,042	$ 1,560,238
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	284,121	299,387
PPP funding	(3,375,000)	-
Forgiveness of note payable	-	(50,000)
Change in operating assets and liabilities		
Accounts receivable, net	661,926	(704,649)
Grants receivable	(291,381)	292,184
Prepaid expenses	173,781	24,836
Accounts payable and accrued expenses	50,120	(786,732)
Estimated third-party liabilities	551,639	174,459
Operating lease payable	21,740	26,664
Loan fund	27	67
Net cash provided by operating activities	3,211,015	836,454
Cash flows from investing activities		
Acquisition of property and equipment	(304,162)	(559,924)
Cash flows from financing activities		
Proceeds from notes payable	58,013	-
Principal payments on notes payable	(152,703)	(180,307)
Net cash used by financing activities	(94,690)	(180,307)
Net increase in cash and restricted cash	2,812,163	96,223
Cash and restricted cash, beginning of year	7,010,034	6,913,811
Cash and restricted cash, end of year	$ 9,822,197	$ 7,010,034
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	$ 9,709,578	$ 6,897,442
Restricted cash	112,619	112,592
	$ 9,822,197	$ 7,010,034

The accompanying notes are an integral part of these consolidated financial statements.

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statements of functional revenue and expenses without donor restrictions for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	2022	2021
Funds received	$ 123,977	$ 115,694
Funds disbursed	60,857	104,438
	$ 63,120	$ 11,256

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 822,515
Funds disbursed	520,995
	$ 301,520

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2022 and 2021.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts after considering each category of receivable individually and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Accounts receivable, net amounted to $2,135,448; $2,797,374; and $2,092,725 as of June 30, 2022, 2021 and 2020, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Depreciation is provided on the straight-line method in amounts designed to depreciate the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Accounting Standards Update (ASU) No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Estimated Third-Party Liabilities

The Organization's estimated third-party liabilities consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, Provider Relief Fund (PRF) administered by the U.S. Department of Health and Human Services (HHS), and certain pass-through funds. Estimated third-party liabilities amounted to $1,757,667; $1,206,028; and $1,031,569 as of June 30, 2022, 2021 and 2020, respectively.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and lines of credit as disclosed in Note 5.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2022 and 2021.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2022	2021
Cash and cash equivalents, excluding net assets with donor restrictions	$ 9,637,164	$ 6,817,430
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	591,137	299,756
Financial assets available to meet general expenditures within one year	$12,363,749	$ 9,914,560

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2022 and 2021, the Organization held cash totaling $89,656 and $89,629, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2022 and 2021, the Organization held cash totaling $22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	2022	2021
Land and buildings	$ 2,218,893	$ 2,218,893
Building improvements	2,597,708	2,492,167
Vehicles	985,997	912,500
Equipment and furniture	2,947,629	2,947,629
	8,750,227	8,571,189
Less accumulated depreciation	6,238,022	6,079,025
	$ 2,512,205	$ 2,492,164

5. Lines of Credit

The Organization has a revolving line of credit agreement with a bank amounting to $1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.00% at June 30, 2022. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2022 and 2021, there was no outstanding balance on the revolving line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to $250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 5.75% at June 30, 2022. The line of credit has a maturity date of February 28, 2027. At June 30, 2022 and 2021, there was no outstanding balance on the equipment line of credit.

6. Notes Payable

Notes payable consisted of the following:

	2022	2021
Note payable to a bank, payable in monthly installments of $4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	$ 2,248	$ 49,863
Note payable to NHHEFA, payable in monthly installments of $3,419, including interest at 1.00%. The note payable was paid off in full in July 2021.	-	3,480
Mortgage note payable to a bank, payable in monthly installments of $1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	65,265	81,167
Note payable to a bank, payable in monthly principal and interest payments totaling $2,413 through February 2023; the note bears interest at 4.50%; collateralized by all assets.	6,668	35,292
Note payable to a bank, payable in monthly installments totaling $1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	87,146	106,282
Note payable to a bank, payable in monthly installments totaling $3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	220,410	246,907
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	23,373	30,738
Note payable to a bank, payable in monthly installments totaling $989, including interest at 6.89%, through November 2027; collateralized by a certain vehicle.	53,929	-
	$ 459,039	$ 553,729

The scheduled maturities of long-term debt are as follows:

2023	$ 87,910
2024	83,039
2025	85,079
2026	76,793
2027	59,602
Thereafter	66,616
	$ 459,039

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from July 2023 through March 2033. Total rent expense charged to operations was $436,853 in 2022 and $449,882 in 2021.

Future minimum operating lease payments are as follows:

2023	$ 480,901
2024	434,358
2025	308,117
2026	293,105
2027	296,217
Thereafter	1,625,731
	$ 3,438,429

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

Approximately 74% and 80% of public support and revenue of the Organization was derived from Medicaid for the years ended June 30, 2022 and 2021, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	2022	2021
Developmental Services	$ 1,404,357	$ 2,486,349
Behavioral Health Services	106,926	69,254
	$ 1,511,283	$ 2,555,603

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022. Management expects the contract to be renewed in 2023 under similar terms.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2026.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2022 and 2021, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2022 were $412,193 and during the year ended June 30, 2021 were $429,191. The total expense for the year ended June 30, 2022 for the Developmental Services division was $243,650, and for the Behavioral Health Services division was $168,543. The total expense for the year ended June 30, 2021 for the Developmental Services division was $255,221, and for the Behavioral Health Services division was $173,970.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2022, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. The U.S government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding. Management has evaluated the impact of the CARES Act, CRRSAA and ARPA on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained $3,375,000 under the CARES Act PPP funding. The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven are to be repaid within 5 years at a 1% interest rate. During 2022, the Organization received notification of full forgiveness from the Small Business Administration (SBA) and is included in public support in the consolidated statement of activities. The loan forgiveness is subject to audit from the SBA for six years from the date of forgiveness.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. During the years ended June 30, 2022 and 2021, the Organization received Phase 4 of PRF in the amount of $54,950 and Phase 2 of PRF in the amount of $635,707, respectively.

During the year ended June 30, 2021, management believed the Organization had met the conditions necessary to recognize a portion of Phase 2 PRF included in grant income in the consolidated statement of activities in the amount of $271,086. The remaining PRF of $364,621 were included in estimated third-party liability in the consolidated statement of financial position at June 30, 2021. During the year ended June 30, 2022, management believed the Organization had met the conditions necessary to recognize the remaining amount of Phase 2 PRF and the conditions of Phase 4 PRF. As a result, $419,571 of PRF is included in grant income in the consolidated statement of activities. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $825,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are included in other revenue in the consolidated statement of activities for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of $2,025,855 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of $1,526,018 which is included in grant income in the consolidated statement of activities. The remaining $499,837 of ARPA funds are included in estimated third-party liability in the consolidated statement of financial position at June 30, 2022. The Organization has until fiscal year 2024 to spend the remaining ARPA funds.

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SUPPLEMENTARY INFORMATION

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2022 and 2021

	2022						2021					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	$ 6,885,073	$ 2,521,565	$ 1,420	$ 301,520	$ -	$ 9,709,578	$ 5,011,376	$ 1,646,324	$ 1,342	$ 238,400	$ -	$ 6,897,442
Restricted cash	112,619	-	-	-	-	112,619	112,592	-	-	-	-	112,592
Accounts receivable, net	1,628,241	2,849,312	61	-	(2,342,166)	2,135,448	2,576,048	1,637,484	63	-	(1,416,221)	2,797,374
Grants receivable	45,834	545,303	-	-	-	591,137	51,958	247,798	-	-	-	299,756
Prepaid expenses	161,433	125,217	-	-	-	286,650	250,113	210,318	-	-	-	460,431
Interest in net assets of subsidiaries	299,692	-	-	-	(299,692)	-	236,500	-	-	-	(236,500)	-
Property and equipment, net	2,149,363	362,842	-	-	-	2,512,205	2,164,294	327,870	-	-	-	2,492,164
Total assets	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	$ 4,342,617	$ 102,184	$ 3,308	$ -	$ (2,342,166)	$ 2,105,943	$ 3,248,417	$ 220,322	$ 3,305	$ -	$ (1,416,221)	$ 2,055,823
PPP funding	-	-	-	-	-	-	3,375,000	-	-	-	-	3,375,000
Estimated third-party liabilities	944,032	813,635	-	-	-	1,757,667	973,551	232,477	-	-	-	1,206,028
Operating lease payable	29,869	90,765	-	-	-	120,634	24,486	74,408	-	-	-	98,894
Loan fund	89,656	-	-	-	-	89,656	89,629	-	-	-	-	89,629
Notes payable	459,039	-	-	-	-	459,039	550,249	3,480	-	-	-	553,729
Total liabilities	5,865,213	1,006,584	3,308	-	(2,342,166)	4,532,939	8,261,332	530,687	3,305	-	(1,416,221)	7,379,103
Net assets (deficit)												
Without donor restrictions	5,417,042	5,397,655	(1,827)	229,106	(299,692)	10,742,284	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644
With donor restrictions	-	-	-	72,414	-	72,414	-	-	-	80,012	-	80,012
Total net assets (deficit)	5,417,042	5,397,655	(1,827)	301,520	(299,692)	10,814,698	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656
Total liabilities and net assets (deficit)	$ 11,282,255	$ 6,404,239	$ 1,481	$ 301,520	$ (2,641,858)	$ 15,347,637	$ 10,402,881	$ 4,069,794	$ 1,405	$ 238,400	$ (1,652,721)	$ 13,059,759

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2022 and 2021

	2022						2021					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	$ 30,094,814	$ 8,131,180	$ -	$ -	$ -	$ 38,225,994	$ 26,121,805	$ 8,399,720	$ -	$ -	$ -	$ 34,521,525
Medicare revenue	-	318,134	-	-	-	318,134	-	304,321	-	-	-	304,321
Client resources	1,461,359	703,916	-	-	-	2,165,275	1,504,575	576,628	-	-	-	2,081,203
Contract revenue	2,222,052	1,462,883	-	-	-	3,684,935	2,006,387	1,008,568	-	-	-	3,014,955
Grant income	1,830,416	1,685,666	-	-	-	3,516,082	711,348	1,658,590	-	-	-	2,369,938
Interest income	12,241	5,194	-	-	-	17,435	15,435	5,874	-	-	-	21,309
Other program income	-	-	-	-	-	-	44,650	-	-	-	-	44,650
Public support	1,716,248	1,690,756	-	100,643	-	3,507,647	39,799	7,768	-	77,741	-	125,308
Other revenue	93,638	82,940	9,077	-	(72,196)	113,459	831,891	100,563	9,067	-	(20,323)	921,198
Total public support and revenue	37,430,768	14,080,669	9,077	100,643	(72,196)	51,548,961	31,275,890	12,062,032	9,067	77,741	(20,323)	43,404,407
Net assets released from restrictions	-	-	-	30,932	-	30,932	-	-	-	59,689	-	59,689
Total public support, revenues and releases	37,430,768	14,080,669	9,077	131,575	(72,196)	51,579,893	31,275,890	12,062,032	9,067	137,430	(20,323)	43,464,096
Expenses												
Program services												
Case management	1,197,952	-	-	-	-	1,197,952	1,107,522	-	-	-	-	1,107,522
Day programs and community support	3,498,685	1,292,284	-	-	-	4,790,969	3,757,624	1,012,889	-	-	-	4,770,513
Early support services and youth and family	1,749,931	3,036,083	-	-	-	4,786,014	1,847,423	2,708,238	-	-	-	4,555,661
Family support	639,592	-	-	-	-	639,592	646,820	-	-	-	-	646,820
Residential services	17,572,714	-	-	-	-	17,572,714	14,833,402	-	-	-	-	14,833,402
Consolidated services	5,270,513	-	-	-	-	5,270,513	4,621,721	-	-	-	-	4,621,721
Adult services	205,788	2,859,742	-	-	-	3,065,530	187,582	2,413,526	-	-	-	2,601,108
Emergency services	-	856,877	-	-	-	856,877	-	679,164	-	-	-	679,164
Other	1,704,623	2,440,771	9,004	60,857	(9,004)	4,206,251	1,831,667	2,343,093	9,004	104,438	(9,004)	4,279,398
Total program expenses	31,839,798	10,485,757	9,004	60,857	(9,004)	42,386,412	28,833,961	9,156,910	9,004	104,438	(9,004)	38,095,309
Supporting services												
General management	2,315,477	1,736,364	-	-	-	4,051,841	2,124,351	1,662,462	-	-	-	3,786,813
Total expenses	34,155,275	12,222,121	9,004	60,857	(9,004)	46,438,253	30,958,312	10,819,372	9,004	104,438	(9,004)	41,882,122
Change in net assets (deficit) without donor restrictions	3,275,493	1,858,548	73	70,718	(63,192)	5,141,640	317,578	1,242,660	63	32,992	(11,319)	1,581,974
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	23,334	-	23,334	-	-	-	37,953	-	37,953
Net assets released from restrictions	-	-	-	(30,932)	-	(30,932)	-	-	-	(59,689)	-	(59,689)
Change in net assets with donor restrictions	-	-	-	(7,598)	-	(7,598)	-	-	-	(21,736)	-	(21,736)
Change in net assets (deficit)	3,275,493	1,858,548	73	63,120	(63,192)	5,134,042	317,578	1,242,660	63	11,256	(11,319)	1,560,238
Net assets (deficit), beginning of year	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418
Net assets (deficit), end of year	$ 5,417,042	$ 5,397,655	$ (1,827)	$ 301,520	$ (299,692)	$ 10,814,698	$ 2,141,549	$ 3,539,107	$ (1,900)	$ 238,400	$ (236,500)	$ 5,680,656

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Community Partners
BOARD OF DIRECTORS Effective November 2023-2024

PRESIDENT
Wayne Goss (C) **(Joined 01/28/14)**

TREASURER
Anthony Demers **(Joined 1/20/15)**

VICE PRESIDENT
Bryant Hardwick **(Joined 02/22/11)**

SECRETARY
Gary Gletow **(Joined 10/23/18)**

Ken Muske **(Joined 03/05/02)**	Ann Landry **(Joined 08/23/05)**	Kathleen Boisclair **(Joined 09/25/12)**
Kristine Baber **(Joined 4/26/13)**	Judge Daniel Cappiello **(Joined 03/22/14)**	Tracy Hayes **(Joined 12/15/15)**
Sharon Reynolds (C) **(Joined 8/23/16)**	Phillip Vancelette (C) **(Joined 5/31/17)**	Mark Santoski (C) **(Joined 9/24/19)**
Margaret Wallace(C) **(Joined 9/24/19)**	Danielle Pomeroy **(Joined 12/14/21)**-	

(C) Consumers

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Christopher D. Kozak

EXECUTIVE LEADERSHIP

Profile

Experienced non-profit executive providing leadership, vision, and direction to support infrastructure change in the rapidly changing environment faced by non-profit agencies. Possesses a comprehensive knowledge of the State of New Hampshire's Department of Health and Human Services operations, initiatives, and processes. Demonstrated commitment to ensuring the provision of exceptional services, support and care for clients and their families. Understands the importance of working with community partners for the betterment of all.

Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- Staff Development
- Fiscal Responsibility
- Strategic Planning
- Alternative Payment Methods
- Process and Quality Improvement
- Team Building
- Community Relations

Professional Experience

Community Partners — Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Executive Officer (5/22 – present)

Senior member of the leadership team with primary responsibility of overseeing the Behavioral Health Services Division.

Accomplishments

- Successful transition of leadership
- Received a Substance Abuse and Mental Health Service Administration (SAMHSA) grant to provide mental health awareness training over five years (approx. $500,000)

State & Community Committees

- Voting member of the New Hampshire Community Behavioral Health Association
- Voting member of Community Support Network, Inc.
- CMHC Representative on the Mental Health & Addiction Services Committee
- Member of the Dover Police Departments Community Engagement Committee

Chief Operating Officer (4/12 – 5/22)
Director of Quality Improvement (10/10 – 4/12)

Accomplishments

- Introduced integrated health services via ProHealth SAMHSA Grant
- Brought on the Rockingham Service Link contract without disruption of service
- Collaboration with the Developmental Services COO for integrated services at Northam House and Bunker Lane
- Secured funding for several projects via Region 6 IDN (i.e., FOCUS App, Integrated care in primary care setting, financial support for licensure supervision, etc.)
- Mental health center lead in the launch of the statewide rapid response/mobile crisis response model

State & Community Committees

- Member of the Dover Police Departments Community Engagement Committee
- Mobile Crisis Response Steering Committee
- Strafford County Public Health Network Advisory Committee (current member and former Chair)
- Member of the Dover Mental Health Alliance

Dynamic Solutions NE, LLC — Portsmouth, NH September 2008 – 2016

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

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Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc. Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>$9 million).
- Member of the Senior Management Team that successfully secured $7.5 million of B-round financing.

Landmark Solutions, LLC (A.K.A. BHN) Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)
Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including $3.5 million operating budget, $18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five operating departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

CNR Health, Inc. Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

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Suzanne Bagdasarian

Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this $35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversite for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared $1.7 billion medical care and $65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

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Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA
B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

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Tammy Smith

[redacted]

Objective: To obtain a full time position.

Experience:

Life Coach
4/2010 - present

LifeShare Dover, NH
-Provide day program services to adults with disabilities.
-Mandt Certified
-Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker
1/2009 - 4/2010

Area Homecare Portsmouth, NH
-Provided support to elderly and or disabled people in their homes.
-Conducted safety Assessments.
-Wrote daily contact notes, highlighted areas of concern.

Case Manager
3/1999- 9/2002

Strafford Guidance Center - Rochester, NH
-Managed a case load of 30 plus individuals with chronic mental illness.
-Provided supportive counseling and crisis intervention.
-Wrote treatment plans based on clients goals.

Sales Clerk
2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

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1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH
-Supported students through a school to work program.
-Provided day program services to adults with disabilities.
-Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH
1994 - 1996
Bachelors Degree in Social Work
Transferred to UNH with an Associate Degree in Human Services.

References:
Alden Gregory
-Former supervisor at Lifeshare.
Phone: 802-282-9928

Jaylon Curry
-Former Supervisor at Lifeshare.
Phone: 802-578-3174

Steve Ballou
-Former supervisor at Strafford Guidance Center.
Phone: 603-315-5182

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KEY ADMINISTRATIVE PERSONNEL

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Housing

BUDGET PERIOD:	SFY 24/25		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Chris Kozak- Executive Director	$180,000	0.00%	$0.00
Suzanne Bagdasarian- CFO	$140,595	0.00%	$0.00
Tammy Smith- Director Resource Center	$85,490	5.00%	$4,274.50
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$4,274.50

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 17, 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 contracts with the Contractors listed **In bold** below to expand the number of supported housing beds in their region by six (6) 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 $8,835,528 from $16,284,430 to $25,119,958 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	$255,005	Total Current Shared Price Limitation $11,775,275	$12,030,280	$640,037	Total shared Price Limitation $ 4,486,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$255,005		$12,030,280	$254,641		$16,771,221
The Lakes Region Mental Health Center, Inc.	$945,249		$12,720,524	$1,097,827		$18,304,651

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Riverbend Community Mental Health, Inc.	$675,082		$12,450,357			$12,450,357
Monadnock Family Services	$255,005		$12,030,280	$378,986		$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	$683,712		$12,458,987	$738,759		$17,684,046
The Mental Health Center of Greater Manchester, Inc.	$675,082		$12,450,357	$393,322		$17,329,879
Seacoast Mental Health Center, Inc.	$255,005		$12,030,280			$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	$255,005		$12,030,280	$845,656		$17,382,236
The Mental Health Center for Southern New Hampshire	$255,005		$12,030,280			$12,030,280
TOTALS	$4,509,155	$11,775,275	$16,284,430	$4,3 49,228	$ 4,486,300	$25,119,958

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 Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), 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.

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The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the CMHCs 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 contracts with the CMHCs listed **in bold** above through a corresponding amendment and consolidates them under the Housing Bridge Subsidy Program contracts, which focus on targeted housing services for individuals with severe mental illness. This request includes additional funding to support the requirement for each of the CMHCs 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 requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.
- Approximately forty two (42) 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.
- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals eighteen (18) years and older who are dually diagnosed with a severe mental illness and developmental disability and/or acquired brain disorder.
- Approximately ten (10) individuals will be served through the A Place to Live Program, a housing support program administered by Greater Nashua Mental Health Center at Community Council, which provides ongoing assistance including one-time security deposits, and short-term rental subsidies paired with community mental health support services.
- Approximately six (6) individuals at high risk of admission to New Hampshire Hospital will receive intensive residential treatment services through the Specialty Housing Program at the Gilpin Residence and Kearsarge Residence administered by Northern Human Services.

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.

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- 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

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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	$93,472	$184,701	$278,173
2023	102/500731	Contracts for Program Services	92204117	$0	$455,336	$455,336
		Sub-total		$255,005	$640,037	$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	$93,472	$96,223	$189,695
2023	102/500731	Contracts for Program Services	92204117	$0	$158,418	$158,418
		Sub-total		$255,005	$254,641	$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	$438,594	$305,871	$744,465
2023	102/500731	Contracts for Program Services	92204117	$0	$791,956	$791,956
		Sub-total		$945,249	$1,097,827	$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	$93,472	$239,671	$333,143
2023	102/500731	Contracts for Program Services	92204117	$0	$139,315	$139,315
		Sub-total		$255,005	$378,986	$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	$267,100	$107,738	$374,838
2023	102/500731	Contracts for Program Services	92204117	$0	$631,021	$631,021
		Sub-total		$683,712	$738,759	$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	$266,477	$126,845	$393,322
2023	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
			Sub-total	$675,082	$393,322	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

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	$93,472	$204,617	$298,089
2023	102/500731	Contracts for Program Services	92204117	$0	$641,039	$641,039
		Sub-total		$255,005	$845,656	$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	$0	$93,472
2023	102/500731	Contracts for Program Services	92204117	$0	$0	$0
		Sub-total		$255,005	$0	$255,005

Total Family Support Services	*$4,509,155*	*$4,349,228*	*$8,858,383*

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	$0	$4,486,300	$4,486,300
		Sub-total		$11,775,275	$4,486,300	$16,261,575

Grand Total	*$16,284,430*	*$8,835,528*	*$25,119,958*

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 Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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:

   $17,362,236

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.

      15.2. The contracted home providers' stipend shall not exceed $150.69 per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 16 to read:

   16. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.3., Northam House, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2022 through June 30, 2023, and shall be in accordance with the approved line item, as specified in Exhibit B-4, Budget, Amendment #3.

      16.1. The Contractor shall submit a detailed budget for approval for the expense line Northam House, in a form satisfactory to the Department, no later than 20 days before July 1, 2022. The detailed budget shall be retained by the Department.

9. 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.

10. 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

12/21/2021
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

12/20/2021
Date

Wayne Goss
Name: Wayne Goss
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/21/2021
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

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.

Contractor Initials WG
Date 12/20/2021

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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

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 contract effective date.

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.

2.3. **Northam House**

2.3.1. Effective July 1, 2022, the Contractor shall operate a three (3) bed community residential program with wrap-around services and supports located at 83 County Farm Cross Rd, Dover, NH for individuals age 18 years and older who:

2.3.1.1. Have a dual diagnosis of SMI/SPMI and a developmental disability and/or acquired brain disorder;

2.3.1.2. Are determined eligible for community mental health services;

2.3.1.3. Have been determined eligible for the Developmental Disabilities 1915(c) waiver;

2.3.1.4. Require extensive support and rehabilitation to successfully transition from New Hampshire Hospital (NHH) or a Designated Receiving Facility (DRF) before moving to less restrictive alternatives in the community of their choice; and

2.3.1.5. No longer meet the level of care provided by NHH or a DRF.

Contractor Initials WG

Date 12/20/2021

2.3.2. Effective July 1, 2022, the Contractor shall accept referrals from NHH, DRFs, and the CMHCs, as approved by the Department prior to placement.

2.3.3. Effective July 1, 2022, the Contractor shall maintain the appropriate certifications to operate the facility pursuant to New Hampshire Administrative Rule He-M 1001, Certification Standards for Developmental Services Community Residences and/or New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences.

2.3.4. Effective July 1, 2022, the Contractor shall provide residential and wrap-around services in accordance with appropriate NH Administrative Rule He-M 202, Rights Protection Procedures for Developmental Services, NH Administrative Rule He-M 204, Rights Protection Procedures for Mental Health Services, NH Administrative Rule He-M 309, Rights of Persons Receiving Mental Health Services in the Community, NH Administrative Rule He-M 310, Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community NH Administrative Rule He-M 400, Community Mental Health, and NH Administrative Rule He-M 500, Developmental Services.

2.3.5. Effective July 1, 2022, the Contractor shall conduct an Adult Needs and Strengths Assessment (ANSA) for each individual, as well as enter results into the Department's data collection system:

2.3.5.1. Upon admission to the program.

2.3.5.2. Ninety (90) days after admission as part of the individual service plan review.

2.3.5.3. Every six (6) months after admission.

2.3.5.4. Annually after the first year from the date of the initial assessment.

2.3.6. Effective July 1, 2022, the Contractor shall develop a recovery-oriented individual service plan for each individual.

2.3.7. Effective July 1, 2022, the Contractor shall provide comprehensive individualized services and assessments to each individual that include, but are not be limited to:

2.3.7.1. Targeted Case Management.

2.3.7.2. Evidence Based Practices, which may include but are not limited to:

2.3.7.2.1. Illness Management and Recovery.

2.3.7.2.2. Family Psychoeducation.

2.3.7.2.3. Integrated Treatment for Co-occurring Disorders.

2.3.7.2.4. Behavioral Assessment and Planning.

2.3.7.2.5. Cognitive behavior strategies.

2.3.7.2.6. Wellness Management

2.3.7.2.7. InShape Program.

2.3.7.2.8. Individual and group therapeutic services.

2.3.7.2.9. Medication management and education.

2.3.7.2.10. Nursing support.

2.3.7.2.11. Psychiatric services including yearly assessments.

2.3.7.2.12. Supported employment.

2.3.7.2.13. Peer support.

2.3.7.2.14. Emergency Services and Crisis Management.

2.3.8. Effective July 1, 2022, the Contractor shall ensure formal referral, admissions, evaluation, and discharge processes are approved by the Department and include, but are not limited to, discharge planning that begins at admission ensuring the individual works with the team to identify and create a transitional "Path to Success" map, which identifies person-centered indicators that demonstrate readiness for transition and discharge to a less restrictive environment.

2.3.9. Effective July 1, 2022, the Contractor shall provide a written discharge plan that includes but is not limited to:

2.3.9.1. Evaluation of the individual's current situation.

2.3.9.2. Status of the individual's current mental health or healthcare and transition plan for the individual's transition into another service intensity level of care within supportive housing, or a transition to a less restrictive environment or more intensive environment, as appropriate, to meet the individual's care needs.

2.3.9.3. Development and implementation of a collaborative relationship with the community mental health center and natural supports, including family, to develop treatment plans designed to return each client to the community.

2.3.9.4. Involvement the individual's family and/or natural supports to support integration into the community, with the individual's consent.

2.3.9.5. Identification of any barriers to placement in the community and development of a plan to overcome those barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.

2.3.10. Effective July 1, 2022, the Contractor shall provide documentation of performance measures on a quarterly basis or through yearly chart audits, which include but are not limited to:

2.3.10.1. The number of individuals admitted and discharged during that time period.

2.3.10.2. Any waitlist times.

2.3.10.3. Readmission rates to both NHH and emergency departments for individuals being served.

2.3.10.4. The individual's progress towards independent living that includes but in not limited to

2.3.10.5. Medication issues.

2.3.10.6. Problematic behaviors.

2.3.10.7. Sentinel events.

2.3.10.8. Employment and smoking status upon entry and exit.

2.3.10.9. Time for individuals to transition from the program to other community based living.

2.3.10.10. Evidence of the individual's involvement in development of their service plan and crisis/safety plan.

2.3.10.11. Where individuals were discharged, and what services were in place upon discharge.

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Exhibit B-3 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 6-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 87,083	$ 55,144	$ 31,939
2. Employee Benefits	$ 37,634	$ 16,543	$ 21,091
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 1,250	$ -	$ 1,250
Purchase/Depreciation	$ 4,750	$ 1,000	$ 3,750
5. Supplies:	$ -	$ -	$ -
Educational	$ 125	$ -	$ 125
Consumables	$ 6,450	$ -	$ 6,450
Pharmacy	$ -	$ -	$ -
Medical	$ 150	$ -	$ 150
Office	$ 1,663	$ 300	$ 1,363
6. Travel	$ 5,500	$ 4,500	$ 1,000
7. Occupancy	$ 10,960	$ 450	$ 10,510
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 2,520	$ 960	$ 1,560
Postage	$ 360	$ 360	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 1,410	$ 900	$ 510
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,125	$ 600	$ 525
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 1,675	$ 750	$ 925
12. Subcontracts/Agreements	$ 82,500	$ -	$ 82,500
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Staff Recruiting	$ 1,375	$ -	$ 1,375
Fit Up One Time Expenses	$ 18,600	$ -	$ 18,600
14. Admin/Indirect	$ 31,009	$ 10,015	$ 20,994
TOTAL	$ 298,049	$ 93,472	$ 204,617

Indirect As A Percent of Direct

Contractor Initials: WC
Date: 12/29/2021

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Exhibit B-4 Budget
Amendment #3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing 8-Bed Expansion Direct
1. Total Salary/Wages	$ 119,024	$ 55,144	$ 63,880
2. Employee Benefits	$ 59,725	$ 16,543	$ 42,182
3. Consultants	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -
Rental	$ -	$ -	$ -
Repair and Maintenance	$ 2,500	$ -	$ 2,500
Purchase/Depreciation	$ 8,500	$ 1,000	$ 7,500
5. Supplies:	$ -	$ -	$ -
Educational	$ 250	$ -	$ 250
Consumables	$ 12,900	$ -	$ 12,900
Pharmacy	$ -	$ -	$ -
Medical	$ 300	$ -	$ 300
Office	$ 3,075	$ 300	$ 2,775
6. Travel	$ 8,500	$ 4,500	$ 2,000
7. Occupancy	$ 21,470	$ 450	$ 21,020
8. Current Expenses	$ -	$ -	$ -
Telephone	$ 4,080	$ 960	$ 3,120
Postage	$ 360	$ 360	$ -
Subscriptions	$ -	$ -	$ -
Audit and Legal	$ 450	$ 450	$ -
Insurance	$ 1,920	$ 900	$ 1,020
Board Expenses	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,650	$ 600	$ 1,050
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 2,600	$ 750	$ 1,850
12. Subcontracts/Agreements	$ 185,000	$ -	$ 185,000
13. Other (specific details mandatory):	$ -	$ -	$ -
Criminal Record Checks	$ 1,000	$ 1,000	$ -
Client Funds	$ -	$ -	$ -
Rental Vouchers	$ -	$ -	$ -
Staff Recruitment	$ 2,750	$ -	$ 2,750
14. Admin/Indirect	$ 52,002	$ 10,015	$ 41,987
15. Northhaven House (detailed budget to be provided)	$ 175,533	$ -	$ 175,533
TOTAL	$ 641,039	$ 93,472	$ 547,567

Indirect As A Percent of Direct

Contractor Initials DLC
Date 12/29/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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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

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
			Total Family Support Services	***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
			Grand Total	***$9,998,650***	***$6,285,780***	***$16,284,430***

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 12, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/21/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County

6/18/2021
Date

DocuSigned by:
Kathleen Boisclair
Name: Kathleen Boisclair,
Title: Board President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/21/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program.(HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 980	$ -	$ 980	$ -	$ -	$ -	$ 980	$ -	$ 980
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472

Indirect As A Percent of Direct 0.0%

Contractor Initials K.B

Date 6/16/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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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 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,780	$267,100
		Sub-total		$348,852	$67,780	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	***$8,643,679***	***$1,354,971***	***$9,998,650***

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 113 Crosby Road, Suite #1, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A; Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent

requirements within the payment standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

   2.13.1. Are actively part of the Housing Bridge Subsidy Program.

   2.13.2. Have documented housing related needs not being met by other identified resources within the community.

   2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

   5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

   5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

   5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

   5.2.3.1. Individuals who have experienced homelessness;

   5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

   5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

    7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

    8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/7/2020
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

10/6/2020
Date

DocuSigned by:
Brian Collins
Name: Brian Collins
Title: Executive Director

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Behavioral Health & Developmental Services of Strafford County, Inc.
DBA Community Partners of Strafford County
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472

Indirect As A Percent of Direct: 12.0%

Contractor Initials: DS

Date: 10/6/2020

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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

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kathleen Boisclair		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	

1.13 Acknowledgement: State of New Hampshire, County of Strafford

On July 26th, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Darlene E Moore

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Darlene E. Moore, Notary Public

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 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.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or Individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure Individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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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.

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4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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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 costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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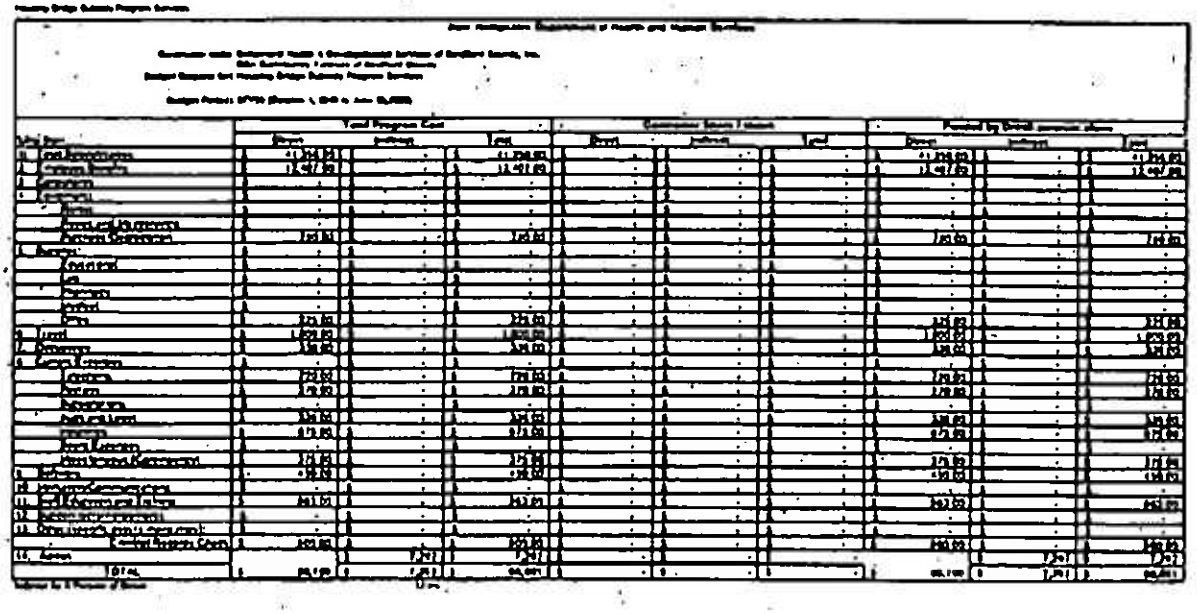
Exhibit B-1 Budget



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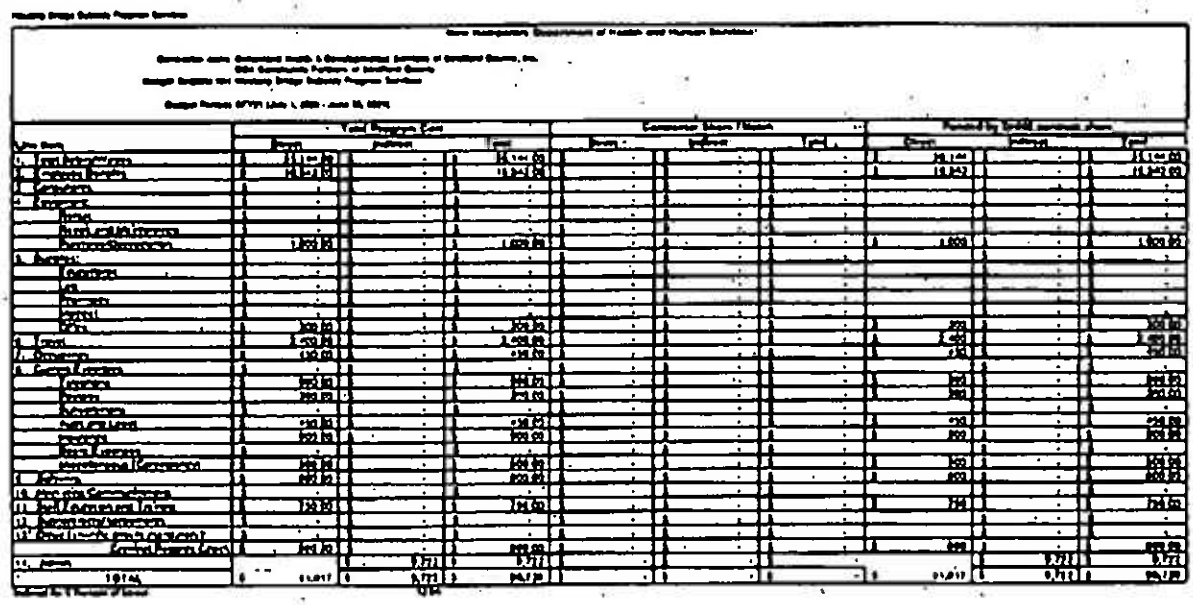

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen J. Boisclair
Name: Kathleen Boisclair
Title: President

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 7/26/2019

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners
The State	Name of the Vendor
Katja S. Fox	Kathleen J. Boisclair
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Kathleen Boisclair
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/26/2019
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC:

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #4

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), as amended and approved on December 2, 2020, (Item #13), as amended and approved on July 14, 2021 (Item #15), and as amended February 16, 2022 (Item #39), 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, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $25,140,838

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit A, Amendment #3, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

6. Add Exhibit B-5, Amendment #4, Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit B-6, Amendment #4, 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, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/23/2023
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Mental Health Center for Southern New Hampshire
DBA Center for Life Management

5/22/2023
Date

DocuSigned by:
Vic Topo
D4AA755C38AC48A...
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

5/24/2023

DocuSigned by:
Robyn Guarino
748734844941460...

Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A, Amendment #4

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 Effective Date of this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient based on criteria in 2 CFR 200.300

1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

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 (HBSP)**

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 bridge subsidy vouchers among CMHC vendors.

2.1.3. The Contractor shall assist individuals with accessing scattered-site housing and ensure full community integration.

2.1.4. The Contractor shall ensure the personnel provided include at least two (2) HBSP Housing Specialist.

2.1.5. The Contractor shall ensure the HBSP Housing Specialist reviews all HBSP applications completed for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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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. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.1.9.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed.

2.1.9.3. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.1.9.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

2.1.9.3.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.1.9.3.2.1. Supportive services.

2.1.9.3.2.2. Substance use disorder treatment.

2.1.9.3.2.3. Behavioral health care.

2.1.9.3.2.4. Psychiatric health care.

2.1.9.3.2.5. Primary and medical health care.

2.1.9.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

2.1.9.3.4. Individual's strengths.

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Contractor Initials _____

5/22/2023

Date _____

2.1.9.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

2.1.9.3.6. Identifying the individual's housing and community of choice preferences.

2.1.9.3.7. 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:

2.1.9.3.7.1. Guardian or other involved family member, as appropriate.

2.1.9.3.7.2. Referring agent.

2.1.9.3.7.3. Representative payee.

2.1.9.3.7.4. Natural supports.

2.1.9.3.7.5. Identified mental health center representative.

2.1.9.3.8. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.1.9.3.8.1. Tenant rights and obligations.

2.1.9.3.8.2. The role of landlords.

2.1.9.3.8.3. Annual recertification and programmatic requirements.

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. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.1.10.2. Assisting the individual with obtaining, completing and submitting housing applications, which may include, but is not limited to ensuring compliance with the Fair Housing Act to secure reasonable accommodations.

2.1.10.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.1.10.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.1.10.5. Ensuring the individual understands fair housing laws.

2.1.10.6. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.1.10.6.1. Security deposits.

2.1.10.6.2. Securing utilities.

2.1.10.6.3. Obtaining furniture.

2.1.10.6.4. Purchasing groceries.

2.1.10.7. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

2.1.10.8. Assisting the individual with obtaining permanent housing vouchers, when available.

2.1.10.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.1.10.9.1. Security deposit financial assistance.

2.1.10.9.2. Assistance with utility payments.

2.1.10.9.3. Assistance with applying for food stamps.

2.1.10.9.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.1.10.9.5. 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.

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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 assistance with:

2.1.12.1. Accessing food needs to decrease food insecurity.

2.1.12.2. Finding donations for and linkage to apartment furnishing.

2.1.12.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.5. Advocating for support services, which include, but are not limited to Choices for Independence and/or other Home and Community-Based services to keep the individual safely housed.

2.1.12.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.7.1. Peer support agencies.

2.1.12.7.2. Faith-based groups.

2.1.12.7.3. Transportation services.

2.1.12.7.4. Primary care services.

2.1.12.7.5. Homemaker/personal care services.

2.1.12.7.6. Legal aid.

2.1.13. The Contractor shall ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

2.1.13.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

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2.1.13.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

2.1.14. The Contractor shall identify housing needs, engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including but not limited to:

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. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

2.1.14.5. Self-observations.

2.1.14.6. Feedback from landlords.

2.1.14.7. The Contractor's employed community-based staff.

2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing or health 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 assist landlords and property managers involved with HBSP by:

2.1.17.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.1.17.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.1.17.3. 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.

2.1.17.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.1.17.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed..

2.1.17.6. Ensuring timely HBSP voucher payments to landlords.

2.1.18. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which includes, but is not limited to:

2.1.18.1. Income verification for all adults in the household.

2.1.18.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.1.18.3. Inspection of the unit.

2.1.18.4. Criminal record and offender checks for all adults in the household.

2.1.19. The Contractor shall work with the Department and New Hampshire Housing, annually and as needed, to ensure:

2.1.19.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

2.1.19.2. There is a standard address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

2.1.20. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

2.1.21. 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.

2.1.22. 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:

2.1.22.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.1.22.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.1.22.3. The complainant is notified in writing of the finding.

2.1.22.4. All identities of any complainants are kept confidential.

2.1.22.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.1.22.6. The Department is notified, in writing, of the complaint and the outcome.

2.1.23. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.1.23.1. Releases of information and consent forms.

2.1.23.2. Housing and service plans.

2.1.23.3. Progress and contact notes.

2.1.23.4. Criminal record check and registered offender search.

2.1.23.5. Guardianship orders, as applicable.

2.1.23.6. Representative payee orders, as applicable.

2.1.23.7. Other housing applications, as applicable.

2.1.23.8. Documentation of service participation.

2.1.23.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.1.24. The Contractor shall provide a total stipend of up to $250, or the balance thereof in accordance with the following:

2.1.24.1. 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;

2.1.24.2. 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, pans, towels, mattresses, and cleaning supplies;

2.1.24.3. The Contractor's Housing Specialist obtains written approval from the Department prior to disbursing any portion of the stipend; and

2.1.24.4. Funds shall be made available within one day upon approval from the Department.

2.1.25. The Contractor shall ensure all records are kept for at least seven (7) years after an individual leaves HBSP.

2.1.26. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.27. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.28. Phoenix System

2.1.28.1. The Contractor shall work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department; ensuring any necessary system changes are completed within six (6) months from the Effective Date of this Agreement:

2.1.28.1.1. 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 shall include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.28.1.2. 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.

2.1.28.2. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

2.1.28.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

2.1.28.2.2. Ensuring data files and records are consistent with reporting specification requirements.

2.1.28.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

2.1.28.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

2.1.28.2.5. Participating in Departmental efforts for system-wide data quality improvement.

2.1.28.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

2.1.28.2.6.1. All data is formatted in accordance with the file specifications;

2.1.28.2.6.2. No records will reject due to illegal characters or invalid formatting; and

2.1.28.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.28.3. The Contractor shall meet the following data entry standards:

2.1.28.3.1. 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.

2.1.28.3.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and ninety-eight percent (98%) individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that shall be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 2.1.29.4.

2.1.28.3.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.28.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

2.1.28.4.1. The waiver length shall not exceed 180 days.

2.1.28.4.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

2.1.28.4.3. After approval of the corrective action plan, the Contractor shall implement the plan.

2.1.28.4.4. Failure of the Contractor to implement the plan may require:

2.1.28.4.4.1. Another plan; or

2.1.28.4.4.2. Other remedies, as specified by the Department.

2.1.29. Privacy Impact Assessment

2.1.29.1. Upon request, the Contractor shall allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor shall

provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

2.1.29.1.1. How PII is gathered and stored;

2.1.29.1.2. Who will have access to PII;

2.1.29.1.3. How PII will be used in the system;

2.1.29.1.4. How individual consent will be achieved and revoked; and

2.1.29.1.5. Privacy practices.

2.1.29.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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 hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing 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.

2.1.31.2.2. The names of individuals who have passed away, and the date of their passing, or date the agency was notified 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, rental amount changes.

2.1.31.3. The Contractor shall attend an annual summit with the Department to discuss progress and barriers, which shall include, but are not limited to:

2.1.31.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including but not limited to:

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. Outcomes 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.

2.1.31.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.1.32. Performance Measures

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, including

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 6-Bed Expansion (Jean's Place)**

2.2.1. The Contractor shall operate a program, Jean's Place, for adults with serious mental illness that includes 4 independent living units for a maximum of 6 individuals with approximately 120 days average lengths of stay. The Contractor shall ensure Jean's Place:

2.2.1.1. Includes no more than two (2) bedrooms per unit; and

2.2.1.2. Is staffed 24/7 when individuals are in the residence to meet clinical and/or support needs.

2.2.2. The Contractor shall ensure referrals for this program are prioritized for the following individuals:

2.2.2.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

2.2.2.2. Individuals being discharged from NHH or Glencliff Home; and

2.2.2.3. Individuals requiring short-term housing assistance to stabilize their living situation.

2.2.3. The Contractor shall ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

2.2.4. The Contractor shall ensure discharge planning begins within 30 days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor shall ensure discharge planning includes, but is not limited to:

2.2.4.1. Assessment of the individual's ability to live independently.

2.2.4.2. Input of wants and needs from the client, and guardian if applicable.

2.2.4.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

2.2.5. The Contractor shall work with the Department to create and enforce programmatic policies and processes approved by the Department.

2.2.6. 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:

2.2.6.1. Total number of vacant and occupied beds during the reported period.

2.2.6.2. Total number of individuals referred, admitted and discharged during the reporting period.

2.2.6.3. Length of stay upon discharge.

2.2.6.4. All referral source(s) and discharge locations.

2.2.6.5. Programmatic offerings.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B, Amendment #4

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, Amendment #4, 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, Amendment #4, Scope of Services, 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. Reserved.
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 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 SFY 2020, $4,348,800 for SFY 2021, $4,486,300 for SFY 2022, $4,486,300 for SFY 2023, $3,786,300 for SFY 2024 and $3,786,300 for SFY 2025. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment for services in Exhibit A, Amendment #4, Scope of Services, 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-6, Amendment #4, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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 dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Mental 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,Amendment #4, Scope of Services, and in Exhibit B, Amendment #4, Methods and Conditions Precedent to Payment.

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.

15. Payment for services in Exhibit A, Amendment #4, Scope of Services, Subsection 2.2., Supported Housing 6-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-5, Amendment #4, Budget, and Exhibit B-6, Amendment #4, Budget.

    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.

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Exhibit B-5, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 24 July 1, 2023-June 30, 2024

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 149,950	$ 120,000	$ 29,950
2. Employee Benefits	$ 44,686	$ 36,000	$ 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	$ 600	$ 600	$ -
6. Travel/ Transportation	$ 14,000	$ 9,000	$ 5,000
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone/Communication	$ 6,580	$ 1,900	$ 4,680
Postage/Printing	$ 700	$ 700	$ -
Audit and Legal	$ 5,900	$ 900	$ 5,000
Insurance	$ 17,800	$ 1,800	$ 16,000
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 6,500	$ 1,500	$ 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	$ 33,452	$ 21,246	$ 12,206
TOTAL	$ 312,218	$ 198,296	$ 113,922

Indirect As A Percent of Direct

DS VT

Contractor Initials_____

Date 5/22/2023

DocuSign Envelope ID: 52ABB7C2-20F1-41AF-B16E-EFDC932BFBAE

Exhibit B-6, Amendment #4, Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center for Southern New Hampshire DBA Center for Life Management

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY 25 July 1, 2024-June 30, 2025

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	$ 149,950	$ 120,000	$ 29,950
2. Employee Benefits	$ 44,686	$ 36,000	$ 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	$ 600	$ 600	$ -
6. Travel/ Transportation	$ 14,000	$ 9,000	$ 5,000
7. Occupancy	$ 950	$ 950	$ -
8. Current Expenses	$ -	$ -	$ -
Telephone/Communication	$ 6,580	$ 1,900	$ 4,680
Postage/Printing	$ 700	$ 700	$ -
Audit and Legal	$ 5,900	$ 900	$ 5,000
Insurance	$ 17,800	$ 1,800	$ 16,000
Miscellaneous (Contingency)	$ 500	$ 500	$ -
9. Software	$ 1,200	$ 1,200	$ -
10. Marketing/Communications	$ -	$ -	$ -
11. Staff Education and Training	$ 6,500	$ 1,500	$ 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	$ 33,452	$ 21,246	$ 12,206
TOTAL	**$ 312,218**	**$ 198,296**	**$ 113,922**

Indirect As A Percent of Direct

DS

Contractor Initials VT

Date 5/22/2023

DocuSign Envelope ID: 52ABB7C2-20F1-41AF-B16E-EFDC932BFBAE

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **442328**

Certificate Number: **0006195454**

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 April A.D. 2023.

David M. Scanlan

Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61791**

Certificate Number: **0006195460**

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 April A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 52ABB7C2-20F1-41AF-B16E-EFDC932BFBAE

CERTIFICATE OF AUTHORITY

I, **Joseph Crawford**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **The Mental Health Center for Southern NH d/b/a CLM Center for Life Management**.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 14, 2023**, 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 **The Mental Health Center for Southern NH d/b/a CLM Center for Life Management** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **May 14, 2023**

Signature of Elected Officer
Name: Joseph Crawford
Title: Secretary, Board of Directors

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicki Renaud PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicki.renaud@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Mental Health Center for Southern NH DBA CLM Center for Life Management
10 Tsienneto Rd
Derry, NH 03038

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2469586	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2469581	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			PHUB834149	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS202300000530	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional			PHPK2469586	10/01/2022	10/01/2023	1,000,000 Occurrence 3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAJZP

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CLM Center for Life Management

MISSION STATEMENT

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years ended June 30, 2022 and 2021

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Years ended June 30, 2022 and 2021

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliate

Opinion

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate (a nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated financial statements section of our report. We are required to be independent of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information on pages 19-25 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated

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financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2022, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting and compliance

Wiscott Wiscott & Assoc, PLC

Essex Junction, Vermont
Registration number VT092.0000684
November 18, 2022

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Financial Position
June 30, 2022 and 2021

ASSETS

	2022	2021
Current assets:		
Cash and cash equivalents	$ 7,410,824	$ 6,458,278
Restricted cash	344,429	125,197
Cash and cash equivalents and restricted cash	7,755,253	6,583,475
Accounts receivable, net	712,586	477,737
Other receivables	1,152,465	226,806
Prepaid expenses	380,861	121,323
Security deposit	18,687	11,087
Total current assets	10,019,852	7,420,428
Property and equipment, net	3,650,371	3,682,944
Other assets		
Marketable securities	1,126,706	-
Interest rate swap agreement	24,211	-
Total assets	$ 14,821,140	$ 11,103,372

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	$ 108,571	$ 103,538
Accounts payable	31,894	100,008
Accrued payroll and payroll liabilities	267,960	201,904
Accrued vacation	492,262	472,798
Accrued expenses	138,522	190,415
Deferred revenue	840,015	274,587
Total current liabilities	1,879,224	1,343,250
Long term liabilities		
Interest rate swap agreement	-	100,265
PMPM reserve	1,208,356	483,543
Paycheck protection program note payable	-	2,212,100
Long term debt, less current portion	1,904,506	2,013,109
Total long term liabilities	3,112,862	4,809,017
Total liabilities	4,992,086	6,152,267
Net assets		
Without donor restrictions	9,484,625	4,825,908
With donor restrictions	344,429	125,197
Total net assets	9,829,054	4,951,105
Total liabilities and net assets	$ 14,821,140	$ 11,103,372

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Activities
Year ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	1,809,457
State and local funding	5,200	-	5,200
Other public support	73,299	269,902	343,201
Total public support	3,550,091	269,902	3,819,993
Revenues:			
Program service fees, net	21,192,628	-	21,192,628
Other service income	467,731	-	467,731
Rental income	5,474	-	5,474
Other	19,815	-	19,815
Total revenues	21,685,648	-	21,685,648
Total public support and revenues	25,235,739	269,902	25,505,641
Net assets released from restrictions:			
Satisfaction of program restrictions	50,670	(50,670)	-
Total	25,286,409	219,232	25,505,641
Operating expenses:			
BBH funded programs:			
Children	6,185,534	-	6,185,534
Elders	566,122	-	566,122
Vocational	295,094	-	295,094
Multi-Service	6,547,224	-	6,547,224
Acute Care	2,219,141	-	2,219,141
Independent Living	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	489,366
Non-BBH funded program services	413,275	-	413,275
Total program expenses	21,121,088	-	21,121,088
Administrative expenses	1,592,532	-	1,592,532
Total expenses	22,713,620	-	22,713,620
Change in net assets from operations	2,572,789	219,232	2,792,021
Non-operating revenue and expenses:			
PPP Loan forgiveness	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	(78,421)
Interest income	1,067	-	1,067
Investment income / (loss)	(173,294)	-	(173,294)
Fair value gain on interest rate swap	124,476	-	124,476
Change in net assets	4,658,717	219,232	4,877,949
Net assets, beginning of year	4,825,908	125,197	4,951,105
Net assets, end of year	$ 9,484,625	$ 344,429	$ 9,829,054

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Activities
Year ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
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
Revenues:			
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
Net assets released from restrictions:			
Satisfaction of program restrictions	43,878	(43,878)	-
Total	20,244,976	74,297	20,319,273
Operating expenses:			
BBH funded programs:			
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
Non-operating expenses:			
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	$ 4,825,908	$ 125,197	$ 4,951,105

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Functional Expenses
Years ended June 30, 2022 and 2021

	2022			2021		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	$ 14,009,499	$ 823,809	$ 14,833,308	$ 11,390,591	$ 668,007	$ 12,058,598
Employee benefits	2,702,974	105,415	2,808,389	2,322,455	96,707	2,419,162
Payroll taxes	985,374	54,883	1,040,257	759,060	45,487	804,547
Accounting/audit fees	79,915	18,460	98,375	66,278	387	66,665
Advertising	64,880	4,636	69,516	13,997	879	14,876
Conferences, conventions and meetings	40,514	15,664	56,178	43,081	5,724	48,805
Depreciation	244,858	37,552	282,410	211,932	38,576	250,508
Equipment maintenance	24,087	765	24,852	15,061	479	15,540
Equipment rental	41,624	995	42,619	41,545	1,011	42,556
Insurance	59,891	35,018	94,909	55,975	30,891	86,866
Interest expense	69,511	27,876	97,387	72,382	31,233	103,615
Legal fees	1,425	37,022	38,447	1,140	24,440	25,580
Membership dues	18,951	70,853	89,804	11,828	53,665	65,493
Occupancy expenses	1,430,197	56,937	1,487,134	1,245,469	31,901	1,277,370
Office expenses	288,208	71,203	359,411	280,820	44,316	325,136
Other expenses	43,269	41,320	84,589	9,083	30,584	39,667
Other professional fees	371,828	93,333	465,161	276,237	50,482	326,719
Program supplies	442,388	95,364	537,752	131,468	20,034	151,502
Travel	201,695	1,427	203,122	160,993	1,150	162,143
	21,121,088	1,592,532	22,713,620	17,109,395	1,175,953	18,285,348
Administrative allocation	1,412,247	(1,412,247)	-	1,175,953	(1,175,953)	-
Total expenses	22,533,335	$ 180,285	$ 22,713,620	$ 18,285,348	$ -	$ 18,285,348

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Cash Flows
Years ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Increase (decrease) in net assets	$ 4,877,949	$ 2,097,442
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	282,410	250,508
Amortization of loan origination fees included in interest expense	18,930	18,930
Loss on disposal of assets	78,421	-
Investment (income) loss	173,294	
PPP Loan forgiveness	(2,212,100)	
Fair value (gain) loss on interest rate swap	(124,476)	(63,518)
(Increase) decrease in:		
Accounts receivable, net	(234,849)	370,914
Other receivables	(925,659)	(33,593)
Prepaid expenses	(259,538)	133
Security deposits	(7,600)	-
Increase (decrease) in:		
Accounts payable and accrued expenses	(34,487)	(147,863)
Deferred revenue	565,428	266,587
PMPM reserve	724,813	272,856
Net cash provided by operating activities	2,922,536	3,032,396
Cash flows from investing activities:		
Transfers to investments	(1,300,000)	-
Purchases of property and equipment	(328,258)	(312,121)
Net cash used by investing activities	(1,628,258)	(312,121)
Cash flows from financing activities:		
Net principal payments on long term debt	(122,500)	(117,500)
Net increase (decrease) in cash and cash equivalents	1,171,778	2,602,775
Cash and cash equivalents and restricted cash, beginning of year	6,583,475	3,980,700
Cash and cash equivalents and restricted cash, end of year	$ 7,755,253	$ 6,583,475

See notes to financial statements

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Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation
The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting
The consolidated financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made.*

Basis of presentation
The Organization's consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

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.

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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, 2022 and 2021, the Organization had net assets without donor restrictions of $9,360,149 and $4,825,908, respectively and had net assets with donor restrictions of $344,429 and $125,197, 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 consolidated financial statements. The consolidated financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the consolidated financial statements.

Use of estimates
Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents
The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of $274,041 and $246,250 as of June 30, 2022 and 2021, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property
Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at $5,000 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized. Depreciation expense was $282,410 and $250,508 for the years ended June 30, 2022 and 2021, respectively.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Investments

The Organization follows the Not-For-Profit Entities subtopic of the FASB Accounting Standards Codification with respect to investments. Under this subtopic, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

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.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Third-party contractual arrangements
A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising expenses
The Organization expenses advertising costs as they are incurred.

Expense allocation
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions
Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap
The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes
The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These consolidated financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Accounting for Uncertain Income Taxes did not have a material impact on these consolidated financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its consolidated financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2019 through 2021 are subject to examination by the IRS, generally for three years after filing.

Subsequent events
The Organization has evaluated all subsequent events through November 18, 2022, the date the consolidated financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2022			2021		
Accounts receivable	Receivable	Receivable Allowance	Net	Receivable	Receivable Allowance	Net
Clients	$ 280,322	$ (195,853)	$ 84,469	$ 224,925	$ (156,103)	$ 68,822
Insurance companies	261,142	(15,268)	245,874	209,422	(13,100)	196,322
Medicaid	272,096	(35,586)	236,510	206,597	(73,213)	133,384
Medicare	173,067	(27,334)	145,733	83,043	(3,834)	79,209
	$ 986,627	$ (274,041)	$ 712,586	$ 723,987	$ (246,250)	$ 477,737

Other receivables	2022	2021
Towns	$ -	$ 32,500
NH Division of Mental Health	1,123,214	173,978
Contractual services	29,251	20,328
	$ 1,152,465	$ 226,806

Note 4. Prepaids

Prepaids consists of the following at June 30:

	2022	2021
Prepaid insurance	$ 283,855	$ 42,898
Prepaid rents	97,006	78,425
	$ 380,861	$ 121,323

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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:

	2022	2021
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	$ 712,586	$ 477,737
Other receivables due from entities located in New Hampshire	$ 1,152,465	$ 226,806

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2022 and 2021, the Organization had approximately $7,360,000 and $6,113,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	2022	2021
Land	$ 565,000	$ 565,000
Buildings and improvements	4,006,985	4,082,773
Automobiles	45,685	18,800
Equipment	1,853,475	1,810,791
Construction in process	-	1,831
	6,471,145	6,479,195
Less: accumulated depreciation	(2,820,774)	(2,796,251)
Property and equipment, net	$ 3,650,371	$ 3,682,944

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	2022	2021
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.	$ 2,295,230	$ 2,417,730
Less: unamortized finance costs	(282,153)	(301,083)
Long term debt, less unamortized finance costs	2,013,077	2,116,647
Less: current portion of long term debt	(108,571)	(103,538)
Long term debt, less current portion	$ 1,904,506	$ 2,013,109

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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 $18,962 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2022 and 2021, respectively.

Future maturities to long term debt are as follows:

Year ending June 30,	Long Term Debt Principal	Unamortized Finance Costs	Net
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
2027	147,500	(18,962)	128,538
Thereafter	1,607,730	(187,343)	1,420,387
Total	$ 2,295,230	$ (282,153)	$ 2,013,077

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,:

	2022	2021
Bishop's charitable assistance fund	$ 5,000	$ -
Aging population funding	48,000	2,500
Homeless outreach	223,960	45,481
Access to care	36,031	36,351
Children's access	9,604	9,604
First Steps funds	9,352	9,023
Collaborative fund	4,750	-
Miscellaneous	7,732	22,238
	$ 344,429	$ 125,197

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	2021	2020
HCBS ARPA Funds	$ 840,015	$ -
Provider relief funds	-	274,587
	$ 840,015	$ 274,587

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Note 9. Deferred revenue (continued)

During the year ending June 30, 2022, the Organization received $840,015 in Home and Community Based Services funds which are funded through Section 9817 of the American Rescue Plan Act ("ARPA"). The funds are designed to enhance, expand, and strengthen certain Medicaid home and community based services (HCBS) and behavioral health services. As of June 30, 2022, none of the funds had been spent, thus are reported as deferred revenue.

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.

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, thus the funds were appropriately reported as deferred revenue. The funds were spent on allowable expenditures during the year ending June 30, 2022.

Note 10. Paycheck protection program

On April 17, 2020, the Organization received $2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loan was forgiven in full during August 2021, thus the Organization has no obligation to repay the funds received. Accordingly, the $2,212,100 in loan forgiveness is reported PPP loan forgiveness in the non-operating revenue and expenses in the consolidated statement of activities for the year ending June 30, 2022.

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Note 11. Line of credit

As of June 30, 2022 and 2021, 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, 2023. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 5.25% and 3.75% at June 30, 2022 and 2021). The outstanding balance on the line at June 30, 2022 and 2021 was $0. respectively. The line of credit is secured by all business assets and real estate.

Note 12. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with 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 $2,295,230 and $2,417,730 at June 30, 2022 and 2021, 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, 2022 and 2021, the Organization reported an interest rate swap asset / (liability) of $24,211 and ($100,265) on the statement of financial position and a fair value gain / (loss) on the interest rate swap of $124,476 and $63,517 on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions and expenses totaled $196,967 and $152,590 for the years ended June 30, 2022 and 2021, respectively.

Note 14. Concentrations

For the years ended June 30, 2022 and 2021, the Organization received approximately 70% and 74%, 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.

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Note 15. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately $226,900 and $216,600 for the years ended June 30, 2022 and 2021, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

Years ending June 30,	
2022	$ 215,325
2023	219,539
2024	223,753
2025	54,185
Total	$ 712,802

Note 16. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	2021	2021
Financial assets at year end:		
Cash and cash equivalents	$7,755,253	$6,583,475
Accounts receivable	712,586	477,737
Other receivable	1,152,465	226,806
Security deposit	18,687	11,087
Total financial assets	9,638,991	7,299,105
Less amounts not available within one year:		
Restricted cash	(344,429)	(125,197)
Security deposit	(18,687)	(11,087)
Financial assets available to meet general Expenditures over the next twelve months	$9,275,875	$7,162,821

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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Note 17. Investments and fair value measurements

The Organization reports its investments at fair value using Level 1 inputs. The following details the fair value at June 30, 2022:

	Cost	Unrealized Gain/(Loss)	Market Value	% of Total
Cash and equivalents	$ 17,032	$ -	$ 17,032	2%
Exchange Traded Funds	1,256,356	(146,679)	1,109,677	98%
Total investments	$ 1,273,388	$ (146,679)	$ 1,126,709	100%

The following schedule summarizes the investment income and its classification in the statement of functional revenues and expenses and changes in net assets without restrictions for the years ended June 30,:

	2022
Realized gains/(losses)	$ (45,537)
Unrealized gains/(losses)	(146,679)
Interest and dividends	25,039
Fees and expenses	(6,117)
Investment income/(expense), net	$(173,294)

Note 18. 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.

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SUPPLEMENTARY INFORMATION

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 2022

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 7,248,382	$ 162,442	$ 7,410,824	$ -	$ 7,410,824
Restricted cash	-	344,429	344,429	-	344,429
Accounts receivable, net	712,586	-	712,586		712,586
Other receivables	1,152,465	-	1,152,465	-	1,152,465
Prepaid expenses	380,861	-	380,861	-	380,861
Security deposit	18,687	-	18,687	-	18,687
Due from affiliate	211	-	211	(211)	-
Total current assets	9,513,192	506,871	10,020,063	(211)	10,019,852
Property and equipment, net	3,650,371	-	3,650,371	-	3,650,371
Other assets:					
Marketable securities	1,126,706	-	1,126,706	-	1,126,706
Interest rate swap agreement	24,211	-	24,211	-	24,211
Total assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 108,571	$ -	$ 108,571	$ -	$ 108,571
Accounts payable	31,894	-	31,894	-	31,894
Accrued payroll and payroll liabilities	267,960	-	267,960	-	267,960
Accrued vacation	492,262	-	492,262	-	492,262
Accrued expenses	138,522	-	138,522	-	138,522
Deferred revenue	840,015	-	840,015	-	840,015
Due to affiliate	-	211	211	(211)	-
Total current liabilities	1,879,224	211	1,879,435	(211)	1,879,224
Long term liabilities:					
Interest rate swap agreement	-	-	-	-	-
PMPM reserve	1,208,356	-	1,208,356	-	1,208,356
Long-term-debt less current portion	1,904,506	-	1,904,506	-	1,904,506
Total long term liabilities	3,112,862	-	3,112,862	-	3,112,862
Total liabilities	4,992,086	211	4,992,297	(211)	4,992,086
Net assets:					
Without donor restrictions	9,322,394	162,231	9,484,625	-	9,484,625
With donor restrictions	-	344,429	344,429	-	344,429
Total net assets	9,322,394	506,660	9,829,054	-	9,829,054
Total liabilities and net assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 2021

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
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	7,150,399	270,029	7,420,428	-	7,420,428
Property and equipment, net	3,682,944	-	3,682,944	-	3,682,944
Total assets	$ 10,833,343	$ 270,029	$ 11,103,372	$ -	$ 11,103,372
LIABILITIES AND NET ASSETS					
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	1,343,250	-	1,343,250	-	1,343,250
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	4,809,017	-	4,809,017	-	4,809,017
Total liabilities	6,152,267	-	6,152,267	-	6,152,267
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	4,681,076	270,029	4,951,105	-	4,951,105
Total liabilities and net assets	$ 10,833,343	$ 270,029	$ 11,103,372	$ -	$ 11,103,372

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2022

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 1,662,135	$ -	$ -	$ -	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	-	-	1,809,457	-	1,809,457
State and local funding	5,200	-	-	-	5,200	-	5,200
Other public support	18,542	54,757	269,902	324,659	343,201	-	343,201
Total public support	3,495,334	54,757	269,902	324,659	3,819,993	-	3,819,993
Revenues:							
Program service fees, net	21,192,628	-	-	-	21,192,628	-	21,192,628
Other service income	467,731	-	-	-	467,731	-	467,731
Rental income	5,474	-	-	-	5,474	-	5,474
Other	30,488	-	-	-	30,488	(10,673)	19,815
Total revenues	21,696,321	-	-	-	21,696,321	(10,673)	21,685,648
Total public support and revenues	25,191,655	54,757	269,902	324,659	25,516,314	(10,673)	25,505,641
Net assets released from restrictions:							
Satisfaction of program restrictions	-	50,670	(50,670)	-	-	-	-
Total	25,191,655	105,427	219,232	324,659	25,516,314	(10,673)	25,505,641
Operating expenses:							
BBH funded programs:							
Children	6,185,534	-	-	-	6,185,534	-	6,185,534
Elders	566,122	-	-	-	566,122	-	566,122
Vocational	295,094	-	-	-	295,094	-	295,094
Multi-Service	6,547,224	-	-	-	6,547,224	-	6,547,224
Acute Care	2,219,141	-	-	-	2,219,141	-	2,219,141
Independent Living	3,430,087	-	-	-	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	-	-	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	-	-	489,366	-	489,366
Non-BBH funded program services	335,920	77,355	-	77,355	413,275	-	413,275
Contributions	-	10,673	-	10,673	10,673	(10,673)	-
Total program expenses	21,043,733	88,028	-	88,028	21,131,761	(10,673)	21,121,088
Administrative expenses	1,592,532	-	-	-	1,592,532	-	1,592,532
Total expenses	22,636,265	88,028	-	88,028	22,724,293	(10,673)	22,713,620
Change in net assets from operations	2,555,390	17,399	219,232	236,631	2,792,021	-	2,792,021
Non-operating revenue and expenses:							
PPP Loan forgiveness	2,212,100	-	-	-	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	-	-	(78,421)	-	(78,421)
Interest income	1,067	-	-	-	1,067	-	1,067
Investment income / (loss)	(173,294)	-	-	-	(173,294)	-	(173,294)
Fair value gain on interest rate swap	124,476	-	-	-	124,476	-	124,476
Change in net assets	4,641,318	17,399	219,232	236,631	4,877,949	-	4,877,949
Net assets, beginning of year	4,681,076	144,832	125,197	270,029	4,951,105	-	4,951,105
Net assets, end of year	$ 9,322,394	$ 162,231	$ 344,429	$ 506,660	$ 9,829,054	$ -	$ 9,829,054

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2021

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 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
Operating expenses:							
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
Non-operating revenue and expenses:							
Fair value gain (loss) 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

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Analysis of Accounts Receivable
For the Year Ended June 30, 2022

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	$ 224,925	$ 1,314,239	$ (847,441)	$ (411,401)	$ -	$ 280,322
Insurance companies	209,422	3,877,828	(1,489,414)	(2,336,694)	-	261,142
Medicaid	206,597	18,779,181	(1,277,995)	(17,435,687)	-	272,096
Medicare	83,043	1,079,338	(319,745)	(669,569)	-	173,067
Allowance	(246,250)	-	-	-	(27,791)	(274,041)
Total	$ 477,737	$ 25,050,586	$ (3,934,595)	$ (20,853,351)	$ (27,791)	$ 712,586

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2022

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public support and revenues:												
Public support:												
Federal	$ 77,500	$ -	$ 35,385	$ -	$ 350,587	$ 918,201	$ -	$ 5,875	$ -	$ 1,387,548	$ 274,587	$ 1,662,135
State of New Hampshire - BBH	134,591	-	-	46,037	693,602	510,380	237,499	7,063	-	1,629,172	180,285	1,809,457
State and local funding	-	-	-	-	5,200	-	-	-	-	5,200	-	5,200
Other public support	-	-	-	-	-	-	-	281	2,500	2,781	15,761	18,542
Total public support	212,091	-	35,385	46,037	1,049,389	1,428,581	237,499	13,219	2,500	3,024,701	470,633	3,495,334
Revenues:												
Program service fees, net	8,739,481	1,159,884	386,549	6,672,547	1,236,541	1,541,308	801,330	231,550	423,438	21,192,628	-	21,192,628
Other service income	156,852	25,480	-	249,286	8,054	404	-	-	27,655	467,731	-	467,731
Rental income	938	-	140	1,582	938	938	-	938	-	5,474	-	5,474
Other	1,457	-	-	438	-	15,267	392	-	-	17,554	12,934	30,488
Total revenues	8,898,728	1,185,364	386,689	6,923,853	1,245,533	1,557,917	801,722	232,488	451,093	21,683,387	12,934	21,696,321
Total public support and revenues	9,110,819	1,185,364	422,074	6,969,890	2,294,922	2,986,498	1,039,221	245,707	453,593	24,708,088	483,567	25,191,655
Total expenses	6,764,556	636,734	323,339	6,942,653	2,303,876	3,528,944	1,031,735	503,488	420,655	22,455,980	180,285	22,636,265
Change in net assets from operations	2,346,263	548,630	98,735	27,237	(8,954)	(542,446)	7,486	(257,781)	32,938	2,252,108	303,282	2,555,390
Non-operating revenue and expenses:												
PPP Loan forgiveness	-	-	-	-	-	-	-	-	-	-	2,212,100	2,212,100
Loss on disposal of assets	-	-	-	-	-	-	-	-	-	-	(78,421)	(78,421)
Interest income	-	-	-	-	-	-	-	-	-	-	1,067	1,067
Investment income / (loss)	-	-	-	-	-	-	-	-	-	-	(173,294)	(173,294)
Fair value gain on interest rate swap	-	-	-	-	-	-	-	-	-	-	124,476	124,476
Total non-operating	-	-	-	-	-	-	-	-	-	-	2,085,928	2,085,928
Change in net assets	$ 2,346,263	$ 548,630	$ 98,735	$ 27,237	$ (8,954)	$ (542,446)	$ 7,486	$ (257,781)	$ 32,938	$ 2,252,108	$ 2,389,210	$ 4,641,318

See Independent Auditor's Report

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2022

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Personnel costs:												
Salaries and wages	$ 4,301,640	$ 408,173	$ 157,921	$ 4,801,310	$ 1,730,466	$ 1,472,536	$ 636,478	$ 331,704	$ 125,351	$ 13,965,579	$ 823,809	$ 14,789,388
Employee benefits	840,959	91,397	82,584	842,867	189,505	396,568	176,400	55,107	27,587	2,702,974	105,415	2,808,389
Payroll taxes	302,817	27,318	19,530	328,434	126,168	101,410	42,359	23,356	10,622	982,014	54,883	1,036,897
Accounting/audit fees	29,006	2,891	1,191	24,797	4,629	10,568	3,752	1,287	868	78,989	18,460	97,449
Advertising	24,689	2,446	1,264	17,908	4,269	7,142	3,053	3,115	994	64,880	4,636	69,516
Conferences, conventions and meetings	8,531	303	1,787	13,879	9,929	4,789	796	333	167	40,514	15,664	56,178
Depreciation	79,740	4,383	2,536	76,892	41,777	17,702	9,153	10,816	1,859	244,858	37,552	282,410
Equipment maintenance	8,623	716	522	6,770	1,953	3,201	1,305	761	236	24,087	765	24,852
Equipment rental	18,385	931	679	10,863	2,540	4,162	2,212	1,504	348	41,624	995	42,619
Insurance	19,193	1,890	723	13,896	7,843	5,176	4,765	4,871	1,534	59,891	35,018	94,909
Interest expense	26,375	1,939	893	13,623	8,967	7,176	2,687	6,889	962	69,511	27,876	97,387
Legal fees	-	-	-	-	-	-	1,425	-	-	1,425	37,022	38,447
Membership dues	4,412	257	212	7,896	810	2,773	334	156	2,101	18,951	70,853	89,804
Occupancy expenses	168,392	2,462	1,138	59,816	11,405	1,144,497	14,445	18,967	9,075	1,430,197	56,937	1,487,134
Office expenses	104,582	6,757	5,623	71,258	25,612	38,763	20,870	11,127	2,666	287,258	71,203	358,461
Other expenses	1,209	1	1	10,915	1,564	2,747	354	3	-	16,794	41,320	58,114
Other professional fees	126,378	9,792	7,026	123,688	29,479	42,557	15,703	10,336	5,145	370,104	93,333	463,437
Program supplies	44,543	3,044	1,462	97,825	17,810	112,012	10,770	8,601	146,321	442,388	95,364	537,752
Travel	76,060	1,422	10,002	24,587	4,415	56,308	28,384	433	84	201,695	1,427	203,122
	6,185,534	566,122	295,094	6,547,224	2,219,141	3,430,087	975,245	489,366	335,920	21,043,733	1,592,532	22,636,265
Administrative allocation	579,022	70,612	28,245	395,429	84,735	98,857	56,490	14,122	84,735	1,412,247	(1,412,247)	-
Total program expenses	$ 6,764,556	$ 636,734	$ 323,339	$ 6,942,653	$ 2,303,876	$ 3,528,944	$ 1,031,735	$ 503,488	$ 420,655	$ 22,455,980	$ 180,285	$ 22,636,265

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CLM Center for Life Management

BOARD OF DIRECTORS FY2023

Name/Position

Maria Gudinas
Chairperson

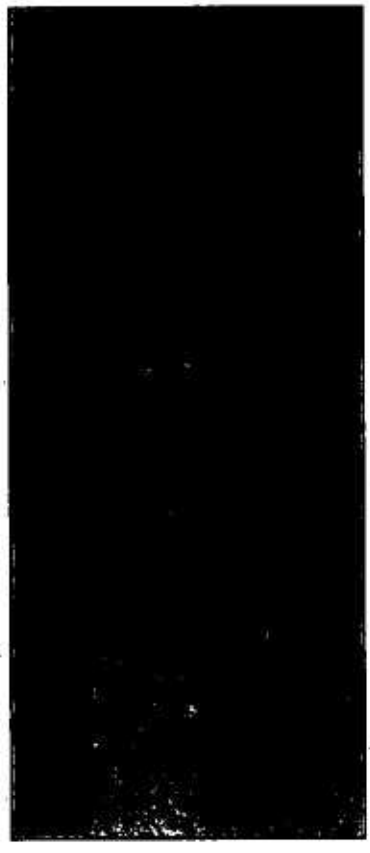
David Hebert
Vice Chair

Joseph Crawford
Secretary

Michael Delahanty
Treasurer

Vic Topo
President & CEO

Vernon Thomas



Rebecca Sanborn

David McPherson

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VICTOR TOPO

[redacted]

President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

Professional Experience

Center for Life Management – Derry, NH **1999 – Present**

President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 22 million leading to financial sustainability.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility in 2007. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of twenty years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.
-

Pathways, Inc. – Mentor, OH **1988 - 1999**

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of $486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

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Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from $38,000 in 1989 to $431,210 in 1997.

Community Counseling Center – Ashtabula, OH **1983-1988**
Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Londonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

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DIANA LACHAPELLE, CPA

[redacted]

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

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Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES
Diana C. Lachapelle, CPA, Bedford, NH 2003-2011
Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING
Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this $550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by $6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP
Nashua Corporation, Nashua, NH 1993-1996

AUDITOR
Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

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Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead — Healthcare Systems Align, LLC, Nottingham, NH — 1/2010 – Present

Healthcare Systems Align.com

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance — Center for Life Management, Derry, NH — 1/2009 - Present

www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services — Portsmouth Regional Hospital, Portsmouth, NH — 1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10. 5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

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Steve Arnault

Assistant Director of Behavioral Health Services	Portsmouth Regional Hospital Portsmouth, NH	4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services	Community Partners; Dover, NH	11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog.	Riverbend Community Mental Health Ctr Concord, NH	9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator	Riverbend Community Mental Health Ctr Concord, NH	8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader	Strafford Guidance Center; Dover, NH	1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager	Strafford Guidance Center; Dover, NH	1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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Steve Arnault

Assistant Director / Behavioral Specialist — Residential Resources; Keene, NH — 1/1989 – 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor — The Center for Humanistic Change Manchester, NH — 8/1986 – 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager — Greater Lawrence Psychological Center Lawrence, MA — 6/1984 – 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty — New England College; Henniker, NH www.nec.edu — 9/1994 - Present

- Teach graduate and undergraduate courses in psychology, counseling., program development and evaluation

Director of Masters Degree Program in Mental Health Counseling — New England College; Henniker, NH — 1/1998 – 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant — New England College; Henniker, NH — Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

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KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

1994-1996	Child and Adolescent Psychiatry Fellowship University of Miami/ Jackson Memorial Hospital
1991-1994	Psychiatry Residency Medical University of South Carolina Institute of Psychiatry Charleston, South Carolina
1987-1992	Doctor of Medicine Tulane University School of Medicine Tulane Medical Center Charity Hospital New Orleans, Louisiana
1987-1991	Masters of Public Health Tulane University School of Tropical Medicine and Public Health New Orleans, Louisiana
1983-1987	Bachelor of Science Engineering Major: Biomedical Engineering Tulane University School of Engineering
1985-1986	Tulane University Honor Scholar Junior Year Abroad Major: Engineering University of Southampton Southampton, England

EMPLOYMENT

2000-Present	Medical Director Hampstead Hospital Hampstead, New Hampshire
1996-2000	Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

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EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

2001-2003 Sub-investigator
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia Nervosa
Vela Pharmaceuticals Inc.

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RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
Psychopharmacoogy Bulletin 2002; 36: 100-107

2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001

2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001

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HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students
--Residency Education Committee representative
--Vice President Tulane Medical School Class of 1991
--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

--Tau Beta Pi (engineering honor society)
--Alpha Eta Mu Beta (biomedical engineering honor society)
--Alpha Epsilon Delta (premedical honor society)
--Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

--American Medical Association
--American Psychiatry Association
--American Academy of Child and Adolescent Psychiatry
--New Hampshire Medical Association
--New Hampshire Psychiatry Association
--New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

--Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
--Board Eligible, Child and Adolescent Psychiatry

LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

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Center for Life Management

SS-2020-DBH-01-HOUSE-10-A04

Name	Job Title	Salary Amount Paid from this Contract
Vic Topo	President, CEO	0
Diana Lachapelle	Vice President, CFO	0
Steve Arnault	Vice President, Operations & Quality	0
Kenneth Brown, MD	Medical Director	0

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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 $11,775,275	$17,156,617		Total shared Price Limitation $ 4,488,300	$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	$509,646		$16,771,221			$16,771,221
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	$833,991		$16,895,566			$16,895,566

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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.	$1,088,404		$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**		**$16,843,802**
TOTALS	$8,858,383	$11,775,275	$20,633,658	$830,595	$ 4,486,300	$25,950,553

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.

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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,

for

Lori A. Shibinette
Commissioner

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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	$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 177854-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

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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 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

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
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
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
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.

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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

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.

Exhibit A Amendment #3

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.

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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 Direct	Housing Bridge Subsidy Program Direct	Supported Housing Bed Expansion 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
TOTAL	$ 319,710	$ 93,472	$ 226,238

Indirect As A Percent of Direct

Contractor Initials VT

Date 1/19/2022

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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
TOTAL	$ 200,984	$ 93,472	$ 107,512

Indirect As A Percent of Direct

Contractor Initials VT

Date 1/19/2022

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 18, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by $6,285,780 from $9,998,650 to $16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation *(without shared portion)*	Current Shared Price Limitation	Current Individual Vendor Price Limitation *(includes shared portion)*	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation *(includes shared portion)*
Northern Human Services	$161,533	Total Current Shared Price Limitation $7,288,975	$ 7,450,508	$ 93,472	Total shared Price Limitation $ 4,486,300	$12,030,280
West Central Services, Inc. (d/b/a West Central)	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	$506,655		$ 7,795,630	$ 438,594		$12,720,524
Riverbend Community Mental Health Center, Inc.	$408,605		$ 7,697,580	$ 266,477		$12,450,357
Monadnock Family Services	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Community Council of Nashua, N.H.	$416,612		$ 7,705,587	$ 267,100		$12,458,987

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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
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

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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 Shibinette

Lori A. Shibinette
Commissioner

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Department of Health and Human Services
FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 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 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
		Total Family Support Services		*$2,709,675*	*$1,799,480*	*$4,509,155*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
		Grand Total		*$9,998,650*	*$6,285,780*	*$16,284,430*

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire, d/b/a Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 12, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/21/2021
Date

DocuSigned by:
Katja Fox
ED9005E04C83442...
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
0AAA75C3AAC48A...
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.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 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	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
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 details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472

Indirect As A Percent of Direct 0.0%

Contractor Initials VT
Date 6/15/2021

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

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Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	$2,123,704	$6,519,975	$8,643,679	$585,971	$769,000	$7,288,975	$9,998,650**

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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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 wilhin 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
		Total Family Support Services		*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
		Grand Total		***$8,643,679***	***$1,354,971***	***$9,998,650***

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 10 Tsienneto Rd, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6, to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3, to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2, to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent

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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

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

   2.13.1. Are actively part of the Housing Bridge Subsidy Program.

   2.13.2. Have documented housing related needs not being met by other identified resources within the community.

   2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

   5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

   5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

   5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

   5.2.3.1. Individuals who have experienced homelessness;

   5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

   5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

    7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

    8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

DocuSigned by:
Katja Fox
F0D0258045C0442...

10/29/2020
Date

Name: Katja Fox
Title: Director

The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

10/13/20
Date

Name: Vic Topo
Title: CEO

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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/30/2020
Date

DocuSigned by:
[signature]
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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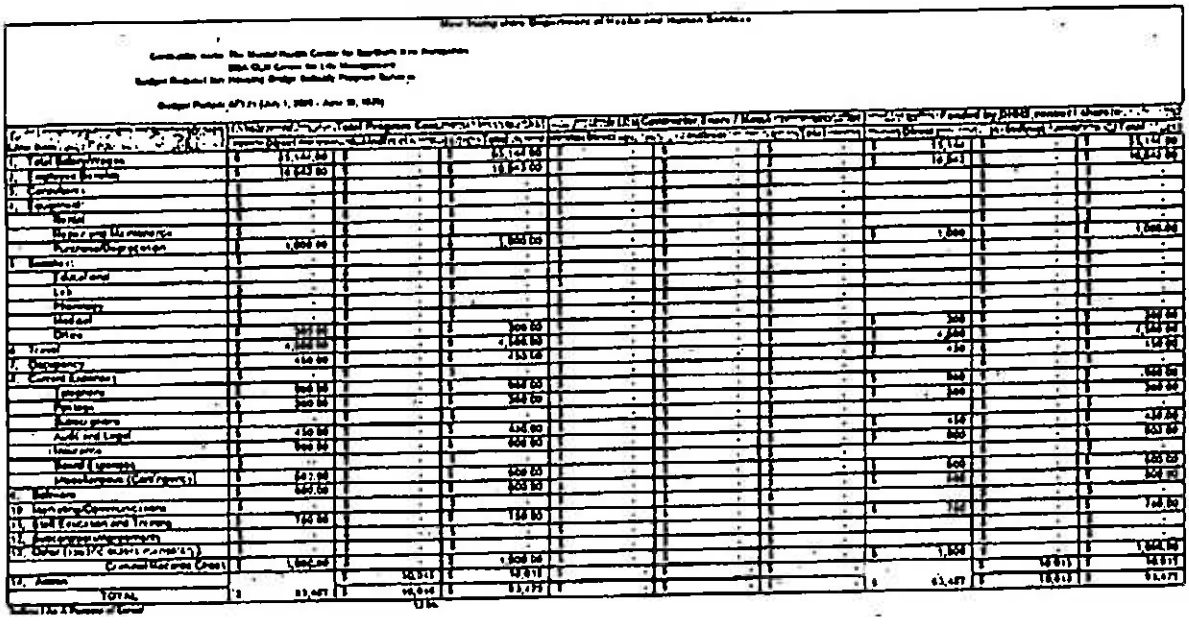
Exhibit B-2, Amendment #1 Budget



Contractor Initials: VG
Date: 10/13/20

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

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Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-10)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Vic Topo President/CEO	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On Vic Topo 7/29/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Patrice L Helie

[Seal]

PATRICE L. HELIE, Justice of the Peace
State of New Hampshire
My Commission Expires April 6, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Patrice L Helie

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____

Date 7/29/19

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 7/29/19

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 12-9-19

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

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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.

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2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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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.

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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.

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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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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct-contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	$ 41,356.00	$ -	$ 41,356.00	$ -	$ -	$ -	$ 41,356.00	$ -	$ 41,356.00
2. Employee Benefits	$ 12,401.00	$ -	$ 12,401.00	$ -	$ -	$ -	$ 12,401.00	$ -	$ 12,401.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 336.00	$ -	$ 336.00	$ -	$ -	$ -	$ 336.00	$ -	$ 336.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 770.00	$ -	$ 770.00	$ -	$ -	$ -	$ 770.00	$ -	$ 770.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 336.00	$ -	$ 336.00	$ -	$ -	$ -	$ 336.00	$ -	$ 336.00
Insurance	$ 812.00	$ -	$ 812.00	$ -	$ -	$ -	$ 812.00	$ -	$ 812.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 372.00	$ -	$ 372.00	$ -	$ -	$ -	$ 372.00	$ -	$ 372.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 363.00	$ -	$ 363.00	$ -	$ -	$ -	$ 363.00	$ -	$ 363.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,789	$ 7,292	$ 68,081	$ -	$ -	$ -	$ 60,789	$ 7,292	$ 68,081
Indirect As A Percent of Direct		12.0%							

Contractor Initials: [illegible]
Date: 7/25/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management
Budget Request for: Housing Bridge Subsidy Program Services
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 35,144.00	$ -	$ 35,144.00	$ -	$ -	$ -	$ 35,144	$ -	$ 35,144.00
2. Employee Benefits	$ 18,243.00	$ -	$ 18,243.00	$ -	$ -	$ -	$ 18,243	$ -	$ 18,243.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
14. Admin		$ 9,722	$ 9,722	$ -	$ -	$ -		$ 9,722	$ 9,722
TOTAL	$ 81,817	$ 9,722	$ 90,739	$ -	$ -	$ -	$ 81,817	$ 9,722	$ 90,739

Indirect As A Percent of Direct: 13.0%

Contractor Initials: [illegible]
Date: 7/29/19

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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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

Name: Vic Topa
Title: President/CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

7/29/19
Date

Name: Vic Topo
Title: President / CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/25/19
Date

Name: Vic Toth
Title: President/CEO

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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, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex, against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/29/19
Date

Name: Vic Tapa
Title: PRESIDENT/CEO

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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

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.528.

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

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 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.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Vic Topo
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Director	
Title of Authorized Representative	Title of Authorized Representative
8/2/19	PRESIDENT / CEO
Date	Date 7/29/19

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New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/29/19
Date

Name: Vic Toro
Title: President / CEO

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573541

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO X YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: Vic Tapa, CEO Amount: $160,854

   Name: Michael Bergeron, CFO Amount: $133,674

   Name: Steve Arcault, COO Amount: $118,821

   Name: Patrick Ulmen, CTO Amount: $118,821

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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 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

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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

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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