



Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

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

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

May 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	\$509,646		\$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	\$266,477		\$17,203,134

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and the Honorable Council  
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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
<b>TOTALS</b>	<b>\$9,688,978</b>	<b>\$11,775,275</b>	<b>\$21,464,253</b>	<b>\$266,477</b>	<b>\$ 4,486,300</b>	<b>\$26,217,030</b>

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

See attached fiscal details.

#### EXPLANATION

The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program 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).

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

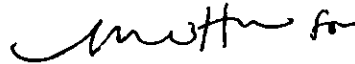
- Percentage of individuals receiving housing services within fourteen (14) days of referral.
- Percentage of individuals housed within thirty (30) days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that 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

**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

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 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	\$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*  
E00066804C63442  
Name: Katja S. Fox  
Title: Director

Riverbend Community Mental Health, Inc.

5/26/2022

Date

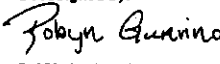
DocuSigned by:  
*Lisa K. Madden*  
8306BE18800E4CC  
Name: Lisa K. Madden  
Title: President & CEO

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:  
  
748734844941460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

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



**Exhibit A Amendment #3**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

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



**Exhibit A Amendment #3**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

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



**Exhibit A Amendment #3**

- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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



**Exhibit A Amendment #3**

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- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

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



**Exhibit A Amendment #3**

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

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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

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



**Exhibit A Amendment #3**

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- 2.1.13. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glenclyff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.1.16. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.



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



**Exhibit A Amendment #3**

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- 2.1.18.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.1.21. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.1.22. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.1.23. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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



**Exhibit A Amendment #3**

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

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



**Exhibit A Amendment #3**

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- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Phoenix System
  - 2.1.29.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:
    - 2.1.29.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
    - 2.1.29.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.
  - 2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
    - 2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
    - 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
    - 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal

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



**Exhibit A Amendment #3**

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

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

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

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

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

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

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

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

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

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

2.1.29.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a

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



**Exhibit A Amendment #3**

Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.30. Staffing**

- 2.1.30.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 2.1.30.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

- 2.1.31.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 2.1.31.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 2.1.31.2. The Contractor shall notify the Department, in writing, each month of:
  - 2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.

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



**Exhibit A Amendment #3**

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- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
- 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
- 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 2.1.31.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 2.1.31.3.1.1. Transportation.
    - 2.1.31.3.1.2. Substance use disorder services.
    - 2.1.31.3.1.3. Access to mental health services;
    - 2.1.31.3.1.4. Access to medical healthcare.
    - 2.1.31.3.1.5. Unit safety.
    - 2.1.31.3.1.6. Permanent housing transition;
    - 2.1.31.3.1.7. Financial hardship.
    - 2.1.31.3.1.8. Barriers experienced by the Contractor.
  - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
  - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
- 2.1.31.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**2.1.32. Performance Measures**



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

**Exhibit A Amendment #3**

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

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by 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.

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



**Exhibit A Amendment #3**

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



**Exhibit B-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	\$	-
<b>TOTAL</b>	\$	<b>266,477</b>	\$	<b>266,477</b>	\$	<b>-</b>

Indirect As A Percent of Direct

12%

# State of New Hampshire

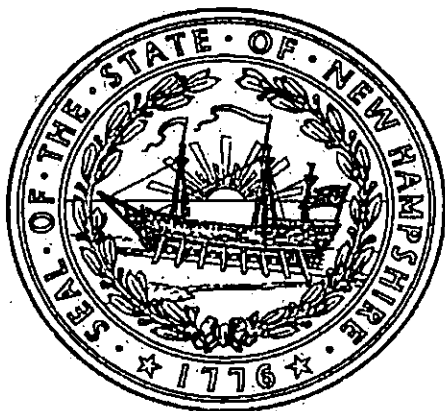
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62509

Certificate Number: 0005744143



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.

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

William M. Gardner  
Secretary of State

**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:

May 24, 2022

Andrea D. Beaudoin

Signature of Elected Officer

Name: Andrea D. Beaudoin

Title: Assistant Board Secretary

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2021

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

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


<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Linda Jaeger, CIC <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> linda.jaeger@usi.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Philadelphia Indemnity Insurance Co. NAIC # 18058 INSURER B : Granite State Healthcare & Human Svc WC NONAIC INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Riverbend Community Mental Health Inc. 278 Pleasant Street Concord, NH 03301	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2331228	10/01/2021	10/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2331227	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB787070	10/01/2021	10/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HCHS20220000047 HCHS20220000049 3A States: NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2331228	10/01/2021	10/01/2022	\$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)

<b>CERTIFICATE HOLDER</b> NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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### **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*

**Riverbend Community Mental Health, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2021**

Riverbend Community Mental Health, Inc.  
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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Riverbend Community Mental Health, Inc.  
Concord, New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021 and 2020, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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



Riverbend Community Mental Health, Inc.

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### **Opinion**

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

### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, and analysis of client service fees on Pages 18 through 21 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Other Matters**

#### *Other Information*

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

Riverbend Community Mental Health, Inc.  
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**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2021, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

*Kittell, Branagan + Sargent*

St. Albans, Vermont  
September 23, 2021

Riverbend Community Mental Health, Inc.  
STATEMENTS OF FINANCIAL POSITION  
June 30,

ASSETS

	<u>2021</u>	<u>2020</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 14,523,074	\$ 8,821,845
Client service fees receivable, net	944,068	1,340,309
Other receivables	1,662,191	2,041,243
Investments	9,290,242	7,676,854
Prepaid expenses	174,204	158,782
Tenant security deposits	<u>27,257</u>	<u>27,244</u>
<b>TOTAL CURRENT ASSETS</b>	<b><u>26,621,036</u></b>	<b><u>20,066,277</u></b>
 <b>PROPERTY &amp; EQUIPMENT, NET</b>	 <b><u>11,136,269</u></b>	 <b><u>11,930,491</u></b>
 <b>OTHER ASSETS</b>		
Investment in Behavioral Information Systems	<u>109,099</u>	<u>109,099</u>
 <b>TOTAL ASSETS</b>	 <b><u>\$ 37,866,404</u></b>	 <b><u>\$ 32,105,867</u></b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 110,023	\$ 170,683
Accrued expenses	1,049,309	1,050,813
Tenant security deposits	26,140	27,244
Accrued compensated absences	990,852	925,969
Current portion of long-term debt	253,357	242,475
Deferred revenue	<u>7,512</u>	<u>10,936</u>
<b>TOTAL CURRENT LIABILITIES</b>	<b><u>2,437,193</u></b>	<b><u>2,428,120</u></b>
 <b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	7,005,549	12,278,876
Unamortized debt issuance costs	<u>(197,077)</u>	<u>(222,971)</u>
Long-term debt, net of unamortized debt issuance costs	<b><u>6,808,472</u></b>	<b><u>12,055,905</u></b>
 Interest rate swap liability	 <u>283,844</u>	 <u>486,672</u>
<b>TOTAL LONG-TERM LIABILITIES</b>	<b><u>7,092,316</u></b>	<b><u>12,542,577</u></b>
 <b>NET ASSETS</b>		
Net Assets without donor restrictions	25,181,789	14,515,692
Net Assets with donor restrictions	<u>3,155,106</u>	<u>2,619,478</u>
<b>TOTAL NET ASSETS</b>	<b><u>28,336,895</u></b>	<b><u>17,135,170</u></b>
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <b><u>\$ 37,866,404</u></b>	 <b><u>\$ 32,105,867</u></b>

See Accompanying Notes to Financial Statements.

Riverband Community Mental Health, Inc.  
STATEMENTS OF OPERATIONS  
For the Years Ended June 30,

	2021			2020
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	
<b>PUBLIC SUPPORT AND REVENUES</b>				
Public support -				
Federal	\$ 814,256	\$ -	\$ 814,256	\$ 2,776,396
State of New Hampshire – BBH	3,233,066	-	3,233,066	1,887,912
In-kind donations	170,784	-	170,784	170,784
Contributions	107,515	12,050	119,565	174,980
Other	<u>1,332,616</u>	<u>-</u>	<u>1,332,616</u>	<u>905,006</u>
Total Public Support	<u>5,658,237</u>	<u>12,050</u>	<u>5,670,287</u>	<u>5,915,078</u>
Revenues -				
Client service fees, net of provision for bad debts	26,766,679	-	26,766,679	24,332,689
Other	4,049,036	-	4,049,036	5,498,640
Net assets released from restrictions	8,320	(8,320)	-	-
Total Revenues	<u>32,824,035</u>	<u>(8,320)</u>	<u>32,815,715</u>	<u>29,831,329</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>38,482,272</u>	<u>3,730</u>	<u>38,486,002</u>	<u>35,746,407</u>
<b>PROGRAM AND ADMINISTRATIVE EXPENSES</b>				
Children and adolescents	5,416,903	-	5,416,903	5,282,195
Emergency services	1,338,609	-	1,338,609	1,030,095
Behavioral Crisis Treatment Ctr	1,448,814	-	1,448,814	1,504,620
ACT Team	1,535,887	-	1,535,887	1,582,224
Outpatient - Concord	5,219,249	-	5,219,249	4,834,709
Outpatient - Franklin	2,779,628	-	2,779,628	2,371,863
Multi-Service Team - Community Support Program	7,020,285	-	7,020,285	6,440,718
Mobile Crisis Team	1,798,522	-	1,798,522	2,003,129
Community Residence - Twitchell	1,122,608	-	1,122,608	973,232
Community Residence - Fellowship	549,409	-	549,409	548,445
Restorative Partial Hospital	1,866	-	1,866	410,899
Supportive Living - Community	1,510,700	-	1,510,700	1,335,925
Bridge Housing	105,971	-	105,971	-
Other Non-BBH	3,375,387	-	3,375,387	4,180,076
Administrative	<u>908,076</u>	<u>-</u>	<u>908,076</u>	<u>1,998,798</u>
<b>TOTAL PROGRAM &amp; ADMINISTRATIVE EXPENSES</b>	<u>34,131,914</u>	<u>-</u>	<u>34,131,914</u>	<u>34,496,928</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS</b>	<u>4,350,358</u>	<u>3,730</u>	<u>4,354,088</u>	<u>1,249,479</u>
<b>OTHER INCOME</b>				
PPP Loan Forgiveness	5,017,927	-	5,017,927	-
Investment Income	<u>1,094,984</u>	<u>531,898</u>	<u>1,626,882</u>	<u>86,771</u>
<b>TOTAL OTHER INCOME</b>	<u>6,112,911</u>	<u>531,898</u>	<u>6,644,809</u>	<u>86,771</u>
<b>TOTAL INCREASE (DECREASE) IN NET ASSETS</b>	10,463,269	535,628	10,998,897	1,336,250
<b>NET ASSETS, BEGINNING OF YEAR</b>	14,515,692	2,619,478	17,135,170	16,130,466
Change in fair value of interest rate swap	<u>202,828</u>	<u>-</u>	<u>202,828</u>	<u>(331,546)</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 25,181,789</u>	<u>\$ 3,155,106</u>	<u>\$ 28,338,895</u>	<u>\$ 17,135,170</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30,

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 10,998,897	\$ 1,336,250
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,196,915	1,154,082
Unrealized (gain) loss on investments	958,071	(40,114)
PPP loan forgiveness	(5,017,927)	-
Changes in:		
Client service fee receivables	396,241	589,672
Other receivables	379,052	(611,182)
Prepaid expenses	(15,422)	(51,766)
Tenant security deposits	(1,117)	-
Accounts payable and accrued expenses	2,719	(81,186)
Deferred revenue	(3,424)	(16,426)
	<u>8,894,005</u>	<u>2,279,330</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(376,799)	(714,094)
Investment activity, net	<u>(2,571,459)</u>	<u>78,240</u>
	<u>(2,948,258)</u>	<u>(635,854)</u>
<b>NET CASH USED BY INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
PPP loan proceeds	-	5,017,927
Principal payments on long-term debt	<u>(244,518)</u>	<u>(231,576)</u>
	<u>(244,518)</u>	<u>4,786,351</u>
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>		
<b>NET INCREASE IN CASH</b>	5,701,229	6,429,827
<b>CASH AT BEGINNING OF YEAR</b>	<u>8,821,845</u>	<u>2,392,018</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 14,523,074</u>	<u>\$ 8,821,845</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 244,599</u>	<u>\$ 252,221</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

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

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Basis of Presentation

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

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

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

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

**Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Property**

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

**Depreciation**

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

**Grants**

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire and the federal government related to the delivery of mental health services.

**Vacation Pay and Fringe Benefits**

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

**In-Kind Donations**

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

**Revenue**

Grant revenue received by Riverbend is deferred until the related services are provided.

**Accounts Receivable**

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,141,701 and \$1,545,038 as of June 30, 2021 and 2020, respectively. The allowance for doubtful accounts represents 55% and 54% of total accounts receivable as of June 30, 2021 and 2020, respectively.

Client Service Revenue

On July 1, 2020, Riverbend 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. 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.



Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2021 totaled \$28,766,679, of which \$28,367,368 was revenue from third-party payors and \$399,311 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.

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Amerihealth

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 86% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2021 and 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed as incurred. Total costs were \$150,251 and \$105,856 at June 30, 2021 and 2020, respectively.

NOTE 2 CASH

At June 30, 2021 and 2020, the carrying amount of cash deposits was \$14,550,331 and \$8,849,089 and the bank balance was \$14,725,805 and \$8,960,504. Of the bank balance, \$5,860,928 and \$633,352 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$7,258,906 and \$8,325,265 was offset by debt, and the remaining \$1,605,971 and \$1,887 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2021</u>	<u>2020</u>
<b>ACCOUNTS RECEIVABLE - TRADE</b>		
Due from clients	\$ 480,709	\$ 549,835
Receivable from insurance companies	554,793	384,283
Medicaid receivable	868,095	1,592,141
Medicare receivable	182,149	352,906
Housing fees	23	6,182
	<u>2,085,769</u>	<u>2,885,347</u>
Allowance for doubtful accounts	<u>(1,141,701)</u>	<u>(1,545,038)</u>
	<u>\$ 944,068</u>	<u>\$1,340,309</u>
	<u>2021</u>	<u>2020</u>
<b>ACCOUNTS RECEIVABLE - OTHER</b>		
BBH	\$ 874,290	\$ 221,397
Concord Hospital	-	224,245
Federal Grants	451,811	609,751
Behavioral Information System - BIS	59,023	80,690
Merrimack County Drug Court	76,767	-
Beacon Health Options - MCO	-	292,525
MCO Directed Payments	137,199	488,022
State of NH - LTCSP	-	66,300
Due from Penacook Assisted Living Facility	12,866	13,545
Other	<u>50,235</u>	<u>44,768</u>
	<u>\$1,662,191</u>	<u>\$2,041,243</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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,:

<u>2021</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
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	<u>3,017,771</u>	<u>422,184</u>	<u>3,439,955</u>
	<u>\$8,040,804</u>	<u>\$1,249,438</u>	<u>\$9,290,242</u>
<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 433,019	\$ -	\$ 433,019
Corporate Bonds	410,571	(11,028)	399,543
Exchange Traded Funds	4,157,008	391,102	4,548,110
Equities	74,672	(13,490)	61,182
Mutual Funds	<u>2,303,481</u>	<u>(68,481)</u>	<u>2,235,000</u>
	<u>\$7,378,751</u>	<u>\$ 298,103</u>	<u>\$7,676,854</u>

Investment income (losses) consisted of the following at June 30,:

	<u>2021</u>	<u>2020</u>
Interest and dividends	\$ 191,809	\$ 221,171
Realized gains (losses)	528,978	(50,750)
Unrealized gains (losses)	958,071	(40,114)
Fee expenses	(51,976)	(47,510)
Returns from BIS	<u>-</u>	<u>3,974</u>
<b>TOTAL</b>	<u>\$1,626,882</u>	<u>\$ 86,771</u>

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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2021</u>	<u>2020</u>
Land	\$ 1,275,884	\$ 1,275,884
Buildings	17,707,974	17,652,170
Leasehold Improvements	532,136	530,136
Furniture and Fixtures	4,204,035	3,962,983
Equipment	1,998,972	1,930,086
Software licenses	<u>171,799</u>	<u>162,848</u>
	25,890,800	25,514,107
Accumulated Depreciation	<u>(14,754,531)</u>	<u>(13,583,616)</u>
<b>NET BOOK VALUE</b>	<b><u>\$ 11,136,269</u></b>	<b><u>\$11,930,491</u></b>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

**Riverbend Community Mental Health, Inc.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2021**

**NOTE 7 OTHER INVESTMENTS (continued)**

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2021 and 2020, Riverbend paid BIS \$19,500 and \$179,660, respectively, for software support and services.

Included in accounts receivable was \$59,023 and \$80,540 in amounts due from BIS at June 30, 2021 and 2020, respectively.

Included in accounts payable was \$-0- and \$12,762 in amounts due to BIS at June 30, 2021 and 2020, respectively.

**NOTE 8 LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30,:

	<u>2021</u>	<u>2020</u>
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	\$ 1,153,906	\$ 1,178,424
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.	2,885,000	3,045,000
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.	3,220,000	3,280,000

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 8 LONG-TERM DEBT (continued)

Note payable, TD Banknorth dated April 2020. PPP loan forgiven in FY 21.	-	<u>5,017,927</u>	
	7,258,906	12,521,351	
Less: Current Portion	<u>(253,357)</u>	<u>(242,475)</u>	
Long-term Debt	7,005,549	<u>12,278,876</u>	
Less: Unamortized debt issuance costs	<u>(197,077)</u>	<u>(222,971)</u>	
	<u>\$ 6,808,472</u>	<u>\$ 12,055,905</u>	

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2022	\$ 253,357
2023	264,272
2024	275,109
2025	286,295
2026	297,237
Thereafter	<u>5,882,636</u>
	<u>\$ 7,258,906</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

NOTE 9 DEFERRED INCOME

	2021	2020
Concord Hospital/Dartmouth Hitchcock	<u>\$ 7,512</u>	<u>\$ 10,936</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 10      LINE OF CREDIT

As of June 30, 2021, 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, 2022.

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,:

	<u>2021</u>	<u>2020</u>
Ongoing management and administrative services, recorded in other accounts receivable	\$ <u>12,866</u>	\$ <u>12,302</u>

Riverbend collected \$105,251 and \$110,539 for property management services, and \$59,268 and \$55,918 for contracted housekeeping services during the years ended June 30, 2021 and 2020, respectively.

NOTE 12      EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2021 and 2020, such contributions were \$399,460 and \$366,705, respectively.

NOTE 13      OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2022	\$ 122,722
2023	125,232
2024	92,142
2025	35,605
2026	<u>32,459</u>
	<u>\$ 408,160</u>

**Riverbend Community Mental Health, Inc.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2021**

**NOTE 13 OPERATING LEASES ( cont'd)**

Total rent expense for the years ended June 30, 2021 and 2020 was \$128,258 and \$138,092, respectively.

**NOTE 14 LIQUIDITY**

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

Cash and Cash Equivalents	\$14,523,074
Accounts Receivable (net)	2,606,259
Investments	<u>9,290,242</u>
 Financial assets, at year end	 <u>26,419,575</u>
 Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	<u>(3,155,106)</u>
 Financial assets available within one year for general expenditures	 <u>\$23,264,469</u>

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

**NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS**

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2021:



**Riverbend Community Mental Health, Inc.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2021**

**NOTE 15      NET ASSETS WITH DONOR RESTRICTIONS (continued)**

	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
	<b>\$ 291,238</b>	<b>\$ 2,863,868</b>	<b>\$ 3,155,106</b>
	2020		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,332,760	2,332,760
Development Fund	141,883	-	141,883
	<b>\$ 286,718</b>	<b>\$ 2,332,760</b>	<b>\$ 2,619,478</b>

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.

Riverbend Community Mental Health, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2021

**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, 2021:

	<u>2021</u>	<u>2020</u>
Investment Income	\$ 216,777	\$ 71,912
Unrealized gain (loss) on Investments	334,235	(32,028)
Investment Fees	<u>(19,114)</u>	<u>(16,880)</u>
Total Annuity Activity	531,898	23,004
 New Grants	 <u>12,050</u>	 <u>10,186</u>
 Net assets released from restrictions	 <u>(8,320)</u>	 <u>(102,264)</u>
 Beginning Assets with Donor Restrictions	 <u>2,619,478</u>	 <u>2,688,552</u>
 Ending Assets with Donor Restrictions	 <u>\$ 3,155,106</u>	 <u>\$ 2,619,478</u>

**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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

**NOTE 16      RISKS & UNCERTAINTIES (cont'd)**

On April 1, 2020, Riverbend successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2020 through June 30, 2021, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

**NOTE 17      PAYCHECK PROTECTION PROGRAM LOAN**

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 subsequent to year end. For the year ended June 30, 2021, Riverbend has recognized \$5,017,927 as PPP Loan forgiveness in other income.

**NOTE 18      SUBSEQUENT EVENTS**

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 23, 2021, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2021, have been incorporated into the financial statements herein.

**SUPPLEMENTARY INFORMATION**

Riverbend Community Mental Health Inc.  
**SCHEDULE OF FUNCTIONAL REVENUES**  
 For the Year Ended June 30, 2021, with  
 Comparative Totals for 2020

	2021	Total	Total	Children &	Emergency	Behavioral	Restorative	Choices, RCA,	Multi-	Mobile	Comm.	Comm.	Comm.	Bridge	Other	2020	
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Crisis Treatment Ctr.	Partial Hospital	Inpatient, Autism, Drug Court (Non-Eligible)									ACT Team
<b>PROGRAM SERVICE FEES</b>																	
Net Client Fees	\$ 399,311	\$ -	\$ 399,311	\$ 78,809	\$ (11,834)	\$ (19,971)	\$ 5,120	\$ 75,109	\$ 28,844	\$ 187,348	\$ (11,981)	\$ 24,735	\$ 4,229	\$ (10,325)	\$ 403	\$ 50,707	\$ 457,571
HMO's	939,808	-	939,808	283,167	25,071	12,929	(96)	399,914	16,488	173,538	24,908	-	-	-	-	3,859	731,912
Blue Cross/Blue Shield	538,335	-	538,335	126,591	14,457	12,998	(539)	241,077	17,389	111,279	9,411	-	-	-	-	5,872	429,731
Medicaid	24,736,117	859,057	23,877,060	5,276,820	180,685	101,157	(4,851)	1,747,211	1,173,626	13,488,340	173,001	507,608	253,434	463,460	12,114	524,547	21,912,213
Medicare	708,987	4,738	702,249	71	557	1,483	(483)	194,563	22,133	489,836	(8,825)	(18)	-	752	-	2,238	729,129
Other Insurance	1,043,059	-	1,043,059	170,060	29,159	13,410	-	472,801	21,130	308,187	26,781	-	-	48	-	3,868	538,458
Other Program Fees	463,062	-	463,062	5,901	-	-	-	11,193	-	(888)	(7)	141,611	-	245,158	-	94	433,675
<b>PROGRAM SALES</b>																	
Service	4,049,038	-	4,049,038	-	1,088,922	-	-	1,619,397	-	5,000	20,000	-	-	-	-	1,314,717	5,498,640
<b>PUBLIC SUPPORT</b>																	
United Way	6,905	-	6,905	3,323	-	-	-	-	-	-	-	-	-	-	-	3,582	11,485
Local/County Govt.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500
Donations/Contributions	119,565	10,250	109,315	13,807	-	-	-	-	-	4,383	2,500	-	-	-	-	88,825	174,980
Other Public Support	691,478	16,648	674,830	11,005	85,428	25,000	-	518,228	-	25,001	-	132	-	5,828	-	4,210	578,388
<b>FEDERAL FUNDING</b>																	
Other Federal Grants	632,742	-	632,742	-	-	-	-	-	-	-	-	-	-	-	-	632,742	2,738,162
PATH	181,514	5,400	176,114	-	-	-	-	-	-	-	-	-	38,234	-	-	137,880	38,234
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,888	-	-	-	20,896	170,784
<b>OTHER REVENUES</b>																	
BBH	834,233	11,963	822,250	38,618	29,245	43,834	323	48,547	20,488	94,524	76,518	40,282	-	50,657	14	181,202	314,853
	3,233,068	-	3,233,068	11,553	7,708	1,230,178	-	-	365,000	4,290	1,456,658	-	-	-	103,342	54,338	1,887,912
<b>TOTAL PROGRAM REVENUES</b>	<b>\$ 38,486,002</b>	<b>\$ 808,076</b>	<b>\$ 37,577,926</b>	<b>\$ 6,022,825</b>	<b>\$ 1,430,408</b>	<b>\$ 1,421,016</b>	<b>\$ (596)</b>	<b>\$ 5,325,838</b>	<b>\$ 1,865,107</b>	<b>\$ 14,888,836</b>	<b>\$ 1,768,933</b>	<b>\$ 859,238</b>	<b>\$ 257,863</b>	<b>\$ 814,508</b>	<b>\$ 115,873</b>	<b>\$ 3,008,279</b>	<b>\$ 35,746,407</b>



**Riverbend Community Mental Health, Inc.**  
**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**  
**For the Year Ended June 30, 2021**

	<u>Receivable</u> <u>From</u> <u>BBH</u> <u>Beginning</u> <u>of Year</u>	<u>BBH</u> <u>Revenues</u> <u>Per Audited</u> <u>Financial</u> <u>Statements</u>	<u>Receipts</u> <u>for Year</u>	<u>Receivable</u> <u>from</u> <u>BBH</u> <u>End of Year</u>
Contract Year, June 30, 2021	<u>\$ 221,397</u>	<u>\$ 3,233,066</u>	<u>\$ (2,580,173)</u>	<u>\$ 874,290</u>

Analysis of Receipts:

BBH & Federal Fund Payments

07/13/20	\$ 22,287	01/22/21	\$ 116,475
07/23/20	114,483	02/08/21	139,014
07/23/20	121,524	03/15/21	47,264
07/27/20	61,778	03/18/21	17,855
08/17/20	111,463	03/18/21	16,958
08/31/20	5,000	03/18/21	16,263
09/02/20	129,659	03/18/21	15,794
09/18/20	3,358	03/19/21	5,000
09/18/20	6,636	03/19/21	135,327
09/21/20	20,423	03/19/21	111,007
11/16/20	10,674	04/02/21	608,081
11/17/20	45,420	04/28/21	28,754
11/17/20	111,911	04/28/21	92,298
11/17/20	37,305	04/28/21	132,740
11/17/20	239,409	04/30/21	13,838
11/24/20	8,775	04/30/21	25,184
12/07/20	83,985	04/30/21	7,431
12/07/20	47,271	04/30/21	24,701
01/04/21	95,662	06/23/21	19,047
01/04/21	102,160	06/23/21	97,432
01/05/21	8,838	06/23/21	4,586
01/22/21	16,870	06/23/21	7,708
01/22/21	19,612	06/23/21	113,161
01/22/21	15,760	06/23/21	5,000
01/22/21	17,919	06/23/21	3,830

Less: Federal Monies (682,754)

\$ 2,580,173

Riverbend Community Mental Health, Inc.  
**ANALYSIS OF CLIENT SERVICE FEES**  
 For the Year Ended June 30, 2021

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 549,835	\$ 2,626,892	\$ (1,186,486)	\$ (1,509,532)	\$ 480,709
Blue Cross/Blue Shield	93,057	867,748	(326,818)	(543,793)	90,194
Medicaid	1,592,141	50,058,868	(25,502,040)	(25,280,874)	868,095
Medicare	352,906	1,119,236	(432,829)	(857,164)	182,149
Other insurance	291,226	3,131,549	(1,140,852)	(1,817,324)	464,599
Housing fees	6,182	418,259	(21,586)	(402,832)	23
Allowance for Doubtful accounts	<u>(1,545,038)</u>	-	<u>403,337</u>	-	<u>(1,141,701)</u>
<b>TOTALS</b>	<b><u>\$ 1,340,309</u></b>	<b><u>\$ 58,222,552</u></b>	<b><u>\$ (28,207,274)</u></b>	<b><u>\$ (30,411,519)</u></b>	<b><u>\$ 944,068</u></b>



**SINGLE AUDIT REPORTS**

Riverbend Community Mental Health, Inc.  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
 For the Year Ended June 30, 2021

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	CFDA Number	Expenditures
<b>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>				
Passed through the State of New Hampshire, Department of Health and Human Services:				
NH State Opioid Response		RFP-2019-BDAS-05-MEDIC-05-A01	93.778	\$ 14,177
NH State Opioid Response		SS-2019-BDAS-05-ACCES-03-A03	93.788	<u>618,585</u>
				<u>632,742</u>
National and State Tobacco Control Program			93.387	<u>5,400</u>
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	<u>38,234</u>
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.685	<u>137,880</u>
Provider Relief Fund	COVID-19		93.498	<u>550,000</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>				<b><u>\$ 1,364,256</u></b>

**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, 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 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 minimis indirect cost rate as allowed under the Uniform Guidance.



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 187

**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, 2021, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 23, 2021.

**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.

To the Board of Directors  
Riverbend Community Mental Health, Inc.

Report 2 (cont'd)

### **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.



St. Albans, Vermont  
September 23, 2021



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

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

To the Board of Directors of  
Riverbend Community Mental Health, Inc.  
Concord, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2021. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

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

***Auditor's Responsibility***

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

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

To the Board of Directors  
Riverbend Community Mental Health, Inc.

Report 3 (cont'd)

***Opinion on Each Major Federal Program***

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

**Report on Internal Control Over Compliance**

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

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

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

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



St. Albans, Vermont  
September 23, 2021

Riverbend Community Mental Health, Inc.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
June 30, 2021.

**A. SUMMARY OF AUDIT RESULTS**

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
  - 93.788 - The Doorways - Hub & Spoke Concord
  - 93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to 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.

**Riverbend Community Mental Health, Inc.**

John Barthelmes, <b>Chair</b>
James Doremus, <b>Vice Chair</b>
Andrea Beaudoin, <b>Assistant Secretary</b>
Lisa Madden, <b>President/CEO, Ex Officio</b>
Frank Boucher
John Chisholm
Leslie Combs
Christopher Eddy
Benjamin Hodges
Nicholas Larochelle
Rabbi Robin Nafshi
Bradley Osgood
Glenn Shepherd
James Snodgrass
Carol Sobelson, MS, LICSW
Johane Telgener
Kara Wyman
Robert Steigmeyer, <i>Ex Officio</i>



LISA K. MADDEN, MSW, LICSW

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## **PROFESSIONAL EXPERIENCE**

***Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present  
President and Chief Executive Officer***

***Concord Hospital, Concord, NH, 5/2020 – present***

***Vice President of Behavioral Health***

Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations.

Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

***Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020***

***Associate Vice President of Behavioral Health***

***Executive Director of Region 3 Integrated Delivery Network***

Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - Emergency Department
  - Partial Hospital Program (PHP)
  - Intensive Outpatient Program for Substance Use Disorders (IOP)
  - 18 bed inpatient behavioral health unit (BHU)
  - Foundation Counseling and Wellness -outpatient clinical services
  - Foundation Collaborative Care- outpatient psychiatric evaluation and medication management
  - Center for Recovery Management - medication for addiction treatment (MAT)
  - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - New Hampshire Hospital Association Behavioral Health Peer Group

- o New Hampshire Hospital Association Behavioral Health Learning Collaborative
- o 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
  - o SNHMC is the fiscal agent for the demonstration.
  - o Work closely with 30 community partners to achieve the goals of the waiver.
  - o Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - o Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - o Assure the special terms and conditions established by the state are implemented.

***Center for Life Management, Derry, NH***

***Vice President and Chief Operating Officer, 6/05 - 6/15***

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

***Lisa K Madden, LICSW, LLC***

***Consultant, 6/04 - 6/105***

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

***Interim Clinic Director, 8/104 - 5/105***

***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, 7/104 - 6/105***

***The Mentor Network, Lawrence MA***

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

***The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)***

***The Family Counseling Center***

***Northeast Regional Clinic Director, Lawrence, MA 12/99 - 9/03***

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for MSPCC.

***Clinic Director, Hyannis, MA 9/95-12/99***

Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

***North Essex Community Mental Health Center, (NECMHC, Inc.),  
Newburyport/Haverhill, MA  
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95***

***NECMHC, Inc., Newburyport/Haverhill, MA  
Clinical Social Worker - Intern, 5/93-9/93***

***Worcester Children's Friend Society, Worcester, MA  
Clinical Social Worker - Intern, 9/92-4/93***

***The Jernberg Corporation, Worcester, MA  
EAP Case Management Supervisor, 4/90-4/93  
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  
Summer 2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

*References available upon request*

# Chris Mumford

## Experience

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2017-present

Riverbend Community Mental Health Center

Concord, NH

### Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

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2013-present

Riverbend Community Mental Health Center

Concord, NH

### CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

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

### **Residential Psychiatric Rehabilitation Specialist**

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
  - Medication support services
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2002-2003

New Hampshire Hospital

Concord, NH

#### **Psychiatric Social Worker *Internship***

- Initial assessments on an admission unit.
  - Discharge coordination with numerous community agencies.
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2001-2002

Carroll County Mental Health  
Center

Wolfeboro, NH

#### **Adult Clinician *Internship***

- Individual psychotherapy with adults living with severe mental illness.
  - Emergency Services assessment, intervention, and linkage.
  - Facilitated voluntary and involuntary psychiatric hospitalizations.
- Participation in DBT Skills group
- 

### **Education**

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2001-2003

University of New Hampshire

Durham, NH

#### **Master of Social Work**

- Magna Cum Laude
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1994-1998

University of New Hampshire

Durham, NH

#### **Bachelor of Arts in Psychology**

- Cum Laude
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### **Licensure**

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#### **Licensed Independent Clinical Social Worker**

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

### **References**

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References are available on request.

# CRYSTAL A. WELCH

## CAREER PROFILE

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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

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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

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- Prepare, by way of import and export functionality to/from systems, distribute and present; all financial, cash management and investment reports on a monthly and annual basis
- Prepare and distribute departmental financials
- Prepare and administer the annual operational, capital, grant and project budget(s) ensuring compliance with all federal, state, local and contractual guidelines are adhered to if appropriate
- Develop ancillary rates and negotiate rates/grants with state and local agencies
- Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- Develop contracts with banks, vendors, and external providers of contracted services
- Serve as a member of the Executive Management Team and Management Team
- Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- Banking administration to include relationship maintenance and cash management
- Keep accurate books of account while maintaining internal controls and proper accounting cycle
- Ensure that all invoices and purchase orders have adequate controls installed and that substantiating documentation is approved and available such that all purchases may pass independent and governmental audits prior to disbursement
- Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- Direct annual audit
- Provide leadership, supervision and oversight to finance and human resources staff
- Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- Attend Board of Trustees and Directors meetings and provide written and verbal financial reports to include monthly income and expense, cash flow, balance sheets, capital, endowment, fiscal and multi-year projections and any other reports needed to assess the financial position of the organization.



**SPECIAL ACCOMPLISHMENTS**

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- o 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
- o 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
- o Successfully implement analysis and reconciliation processes related to retirement and payroll to ensure timely and accurate reporting as well as adherence to ERISA guidelines
- o Creation of current fiscal year projections as well as multi-year projections and scenarios.
- o Create and implement a Cash Flow Forecasting model, to assist in strategic and financial decision making of the CEO, Finance Committee and the Boards
- o Successful owner and manager of several rental properties over the course of 10+ years – this includes;
  - o multiple finance projects
  - o orchestrate many large scale renovation projects
  - o management of tenants
  - o insurance negotiation – including claims management
- o “Flipped” several homes utilizing private financing arrangements
- o Implement improvements in processes, procedures and workflows that result in improved internal controls and efficiencies as well as a reduction in staffing needs
- o Implement allocation method to further define and analyze business segments
- o Multiple years of clean audits

**WORK EXPERIENCE**

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<p><b>Chief Financial Officer</b> Riverbend Community Mental Health</p>	<p>10/2021-Current</p>
<p><b>Chief Financial Officer</b> New Hampshire Public Radio - Concord, NH</p>	<p>2017-10/2021</p>
<p><b>Director of Finance</b> Manchester Community Health Center - Manchester, NH</p>	<p>2016 - 2017</p>
<p><b>Director of Finance/CFO</b> Spaulding Youth Center - Northfield, NH</p>	<p>2009 –2016</p>
<p><b>Accounting Manager/Controller</b> Tree Care Industry Association - Manchester, NH</p>	<p>2000 - 2008</p>

**EDUCATION**

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<p>B.S. Accounting/Finance (2005)</p>	<p>Southern New Hampshire University</p>	<p>Manchester, NH</p>
<p>MBA Business Administration</p>	<p>Southern New Hampshire University *Temporarily on -hold</p>	<p>Manchester, NH</p>

# Kevin Irish

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## Riverbend Community Mental Health

### ▼ PROFILE

Accomplished business professional with 20+ years of administrative leadership and hands-on technical experience. A creative problem solver who thinks strategically and owns the responsibility for project results. Works from a demonstrated ability to merge technology with business needs, while maintaining a balance between the organizations operational and financial goals. An effective liaison with solid communication skills who can work with individuals and teams across all levels of an organization, with a strong advocacy for collaboration building.

### ▼ PROFESSIONAL EXPERIENCE

#### Chief Information Officer

Riverbend Community Mental Health: Concord, NH

04/2019 - Present

*A member of Capital Region Health System, with 14 locations and 430 employees*

- Provide strategic vision and leadership with regard to the Agency's use of technology including planning, implementing and maintaining best practices for EMR, ERP, and HRMS technology in a healthcare setting while aligning with agency functions
- Responsible for researching and interpreting federal and state regulations related to information technology (HIPAA, DHHS, etc.) and ensuring that Agency policies and procedures adhere to such mandated regulations and that staff are educated with regard to their implementation
- Lead management and support services for LAN/WAN functions including servers, desktops, laptops, wireless technologies, MFP's, and other hardware and software configurations
- Responsible for managing security services, appliances, and compliance (CMC, NIST) on the network and external connections including permissions, anti-virus software, firewalls, intrusion detection/prevention systems, email security software, and other related components
- Develop and manage the Operational/Capital technology budget for the Agency including hardware, software, host services, telehealth, contract managed services, and personnel
- Co-leadership of the IT Governance Committee, establishing the alignment of technology with new and existing business objectives, including federal and state led regulations; held in accordance to established corporate policy

#### Chief Information Officer

03/2018 – 03/2019

Addison County Visiting Nurse Association : Middlebury, Vermont

- Serve as the primary resource for clinical and administrative staff related to issues surrounding the use of the Electronic Health Record, and works with vendors to ensure the effective and efficient functionality of the Agency's health database software
- Responsible for maintaining and managing vendor relations and technology related third party support contracts, in order to ensure proper implementations and support metrics are being met
- Develop and manage the technology budget for the Agency including hardware, software, host services, telehealth, contract managed services, and other related expenditures
- Responsible for maintaining formal inventory of hardware and software, including licensure and related information, for the Agency's technological assets

### **Interim - Director of Technology**

10/2017 – 02/2018

Tower Health – Jennersville Hospital : West Grove, Pennsylvania  
*A member of the Tower Health Network, with 6 hospitals and 14,000 employees*

- Serve as the Interim Director of Information Technology supporting technology transitions for hospitals purchased from Community Health Systems, Inc.
- Manage project risks, issues/problems, and cross channel integration for Laboratory, Radiology, and Emergency Services; the primary technical and analytical resource for EMR questions, user issues, and system development
- Responsible for the evaluation and correction of clinical documentation and associated billing, working through both local and corporate based administrations
- Realign the resident IT vision to reflect the newly adopted strategies developed by the Health Networks Central Office

### **Chief Information Officer / VP of Operational Services**

05/2011 – 09/2017

Lakes Region General Hospital : Laconia, New Hampshire

- Accountable for the planning and management of the IT, Telecom, Facilities, Bio-Medical, and Environmental Compliance annual budgets, including both operating and capital funding; inclusive of 78 departmental employees, and 10 direct management reports
- Technical sponsor for the selection, purchase, and implementation of the Cerner/PeopleSoft Health Information System --- managing project leads, resource assignments, budget, and overall results
- Developed and executed divisional reorganization plan, realigning personnel to newly created technical, analytical, and management roles; supporting updated Service Level Agreements to all areas of Ambulatory Care & Practice Management
- Established a Tele-Health service in the hospitals immediate and adjoining coverage areas, leading the effort in collaboration with the Director of Hospitalists and physician members of the Orthopedics group
- IT Security Compliance Officer responsible for CMS and DMV regulatory compliance; including the annual financial audit and all cybersecurity related audits and rules

### **Chief Information Officer**

04/2005 – 05/2011

Heywood Hospital : Gardiner, Massachusetts

- Senior Team member responsible for all 7x24 technical operations, including all enterprise IT and telecommunication functions, CRM related activity through client portal services, and analytic reporting
- Leader to enterprise wide efforts in the development, documentation, testing, and review of business continuity and disaster recovery plans; meeting regulatory requirements for both CMS and JCAHO; IT Security Compliance Officer
- Negotiation and signature authority for all IT master purchase contracts and lease agreements
- Organizational lead to the procurement and installation of technical, administrative, and bio-medical equipment engineered for use in a newly constructed 72,000sf addition on the hospitals main campus
- Responsible for maintaining inventory of hardware and software licensure, covering all the hospitals technological assets, including depreciation schedules and value based operational reinvestments

### **▼ EDUCATION**

B.S. Daniel Webster College  
Major: *Information Technology Management*

A.S. Champlain College  
Major: *Computer Science*

**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	\$215,000	0%	\$0.00
Christopher Mumford	COO	\$135,000	0%	\$0.00
Crystal Welch	CFO	\$140,000	0%	\$0.00
Kevin Irish	CIO	\$130,000	0%	\$0.00

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MAY

Lori A. Shilbette  
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 TOD 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	\$181,533		\$ 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

					\$7,288,975	
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
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$7,288,975</b>	<b>\$16,284,430</b>

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

See attached fiscal details.

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**Department of Health and Human Services  
FINANCIAL DETAILS**

**06-96-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$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				\$181,533	\$93,472	\$255,005

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

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

**The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177194-B001)**

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



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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**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.

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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.



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

**Exhibit A**

- 2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.5.1.1. Guardian or other involved family member, as appropriate.
    - 2.5.1.2. Referring agent.
    - 2.5.1.3. Representative payee.
    - 2.5.1.4. Natural Supports.
    - 2.5.1.5. Identified mental health center representative.
  - 2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.5.2.1. Tenant rights and obligations.
    - 2.5.2.2. Annual recertification needs.
    - 2.5.2.3. The role of landlords.
  - 2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.
  - 2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
    - 2.5.5.1. Benefits eligibility and status.
    - 2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
      - 2.5.5.2.1. Supportive services.
      - 2.5.5.2.2. Substance use disorder treatment.
      - 2.5.5.2.3. Behavioral health care; psychiatric health care.
      - 2.5.5.2.4. Primary and medical health care.

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



**Exhibit A**

- 2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
- 2.6.1. Obtaining the individual's housing history.
  - 2.6.2. Assessing the individual's housing and community of choice preferences.
  - 2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.6.5.1. Providing information to complete credit checks.
    - 2.6.5.2. Providing references.
    - 2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.
  - 2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
  - 2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
  - 2.6.8. Ensuring the individual understands fair housing laws.
  - 2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
    - 2.6.9.1. Security deposits.
    - 2.6.9.2. Securing utilities.
    - 2.6.9.3. Obtaining furniture.
    - 2.6.9.4. Purchasing groceries.
  - 2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice



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



**Exhibit A**

- Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.
  - 2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
    - 2.6.12.1. Security deposit financial assistance.
    - 2.6.12.2. Assistance with utility payments.
    - 2.6.12.3. Assistance with applying for food stamps.
    - 2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
    - 2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.
  - 2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:
    - 2.8.1. Assistance with:
      - 2.8.1.1. Accessing food needs to decrease food insecurity.
      - 2.8.1.2. Finding donations for and linkage to apartment furnishing.
      - 2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
      - 2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
      - 2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
      - 2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

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



**Exhibit A**

- 2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.8.1.7.1. Peer support agencies.
  - 2.8.1.7.2. Faith-based groups.
  - 2.8.1.7.3. Transportation services.
  - 2.8.1.7.4. Primary care services.
  - 2.8.1.7.5. Homemaker/personal care services.
  - 2.8.1.7.6. Legal aid.
- 2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.
- 2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.10.1. Treatment team meetings;
  - 2.10.2. Assertive Community Treatment (ACT) team meetings;
  - 2.10.3. Discharge planning meetings when the individual is leaving:
    - 2.10.3.1. New Hampshire Hospital;
    - 2.10.3.2. A Designated Receiving Facility;
    - 2.10.3.3. Glenclyff Home; or
    - 2.10.3.4. Transitional Housing Supports;
  - 2.10.4. Self-observations;
  - 2.10.5. Feedback from landlords; and
  - 2.10.6. The Contractor's employed community-based staff.
- 2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

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



**Exhibit A**

- fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
  - 2.14. The Contractor shall assist landlords and property managers involved with HBSP by:
    - 2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
    - 2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.
    - 2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
    - 2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
    - 2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
    - 2.14.6. Ensuring timely HBSP voucher payments to landlords.
  - 2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
    - 2.15.1. Income verification.
    - 2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.
    - 2.15.3. Inspection of the unit.
  - 2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
  - 2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
  - 2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

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



**Exhibit A**

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

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

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

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

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

2.19.4. All identities of any complainants are kept confidential.

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

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

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

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

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

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



**Exhibit A**

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

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Phoenix System**

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

- 3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

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

- 3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

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



**Exhibit A**

- 3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 3.3.1. All data is formatted in accordance with the file specifications;
  - 3.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 3.4. The Contractor shall meet the following data entry standards:
  - 3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**4. Staffing**

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

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



**Exhibit A**

- 4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**5. Reporting**

- 5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 5.2. The Contractor shall notify the Department, in writing, each month of:
  - 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 5.2.2. The names of individuals who have passed away, and the date of their passing.
  - 5.2.3. The date an individual signs a lease, including date of move-in.
  - 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 5.3.1.1. Transportation.
    - 5.3.1.2. Substance use disorder services.
    - 5.3.1.3. Access to mental health services;
    - 5.3.1.4. Access to medical healthcare.

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



**Exhibit A**

- 5.3.1.5. Unit safety.
- 5.3.1.6. Permanent housing transition;
- 5.3.1.7. Financial hardship.
- 5.3.2. Barriers experienced by the Contractor.
- 5.3.3. Resolutions of barriers experienced by the individual and the Contractor.
- 5.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**6. Performance Measures**

- 6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 6.2. The performance measures will be designated to evaluate:
  - 6.2.1. Percentage of individuals receiving housing services.
  - 6.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 6.2.3.1. Individuals who have experienced homelessness;
    - 6.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 6.2.3.3. Individuals who were incarcerated; and
    - 6.2.3.4. Individuals who were admitted to NHH.
  - 6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.



EXHIBIT B-3 Budget  
Amendment #2

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

Contractor Name: 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs 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. Subcontractor Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify 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
<b>TOTAL</b>	<b>\$ 264,477</b>	<b>\$ -</b>	<b>\$ 264,477</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 264,477</b>	<b>\$ -</b>	<b>\$ 264,477</b>

Indirect As A Percent of Direct

0.0%

NR-0120-11-12 RUC

MAC

13



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

Lori A. Skibnette  
 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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800		\$6,678,775	\$2,733			\$7,450,508			
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587			
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580			
Seacoast Mental Health Center, Inc.	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508			
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508			
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508			
<b>Total:</b>	<b>\$2,123,704</b>		<b>\$6,519,975</b>	<b>\$8,643,679</b>			<b>\$585,971</b>	<b>\$789,000</b>	<b>\$7,288,975</b>	<b>\$9,998,650**</b>
<p>* 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.</p>										

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

Please see attached financial details.

**EXPLANATION**

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

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

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

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

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

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

The Department will monitor contracted services by reviewing:

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

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

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

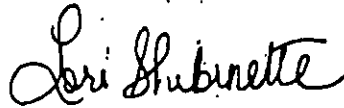
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

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

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shabinette". The signature is written in a cursive style with a large initial "L".

Lori A. Shabinette

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 177221-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 134112-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	\$189,340	\$67,780	\$267,100
Sub-total				\$338,852	\$67,780	\$406,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$408,605

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

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

**Community Partners of Stafford 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 1<sup>st</sup> Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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

*LKM*





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

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

- 2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.
- 2.2.5. Assisting individuals with contacting potential landlords.
- 2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
- 2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.
- 2.2.8. Ensuring individuals understand fair housing laws.
- 2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:
  - 2.2.9.1. Security deposits.
  - 2.2.9.2. Security utilities.
  - 2.2.9.3. Obtaining furniture.
  - 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

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

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

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

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

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



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

read:

- 2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:
  - 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
  - 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
  - 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.
- 8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:
  - 4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.
- 9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:
  - 5.2. The performance measures will be designated to evaluate:
    - 5.2.1. Percent of individuals receiving housing services provided 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

10/14/2020

Date

DocuSigned by:

*Katja Fox*

ED2020091603442

Name: Katja Fox

Title: director

Riverbend Community Mental Health, Inc.

10/14/2020

Date

DocuSigned by:

*Lisa K. Madden*

63701E1820F4CC

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:

D5CA8707E37CAAE

Name: Catherine Pinos

Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services  
 Governor's Office - Community Health, Inc.  
 Budget Request for: Housing Bridge Safety Program Services  
 Budget Period: 5/7/21 (July 1, 2020 - June 30, 2021)

Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	\$ 165,432.00	\$ -	\$ 165,432.00	\$ -	\$ -	\$ -	\$ 165,432.00	\$ -	\$ 165,432.00
2. Employee Benefits	\$ 49,630.00	\$ -	\$ 49,630.00	\$ -	\$ -	\$ -	\$ 49,630.00	\$ -	\$ 49,630.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Contract:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Honoraria	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchases/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lau	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Travel	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950.00	\$ -	\$ 950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 2,600.00
Subscriptions	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Aids and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950.00	\$ -	\$ 950.00
Honoraria	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900.00	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265.00	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Admin	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Central Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
TOTAL	\$ 237,927.00	\$ -	\$ 237,927.00	\$ 28,551.00	\$ -	\$ 28,551.00	\$ 269,376.00	\$ -	\$ 269,376.00

10/14/2020  
 10/14/2020  
 10/14/2020

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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 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	177222-8001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-8001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-8001	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	177510-8005	Keene	\$158,800	\$6,519,975	\$6,678,775

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

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

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

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

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

Please see attached financial details.

#### EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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



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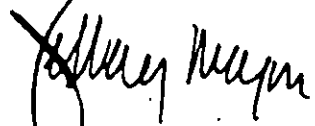
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations,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

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

Area Served: Statewide

Source of funds: 100% General Funds

Respectfully submitted



Jeffrey A. Meyers  
Commissioner

Financial Details

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Financial Details

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

Community Partners of Stafford County (Vendor Code 177276-B002)

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-04)

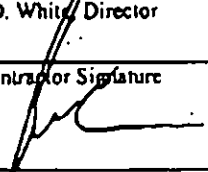
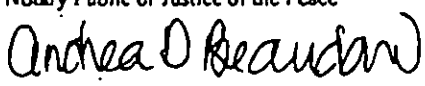

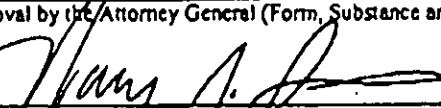
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

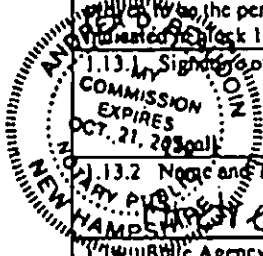
**AGREEMENT**

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 substituted by 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea D. Beaudoin Senior Executive Assistant			
1.14 Public 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

Date

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7/24/11

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.

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

**2. Scope of Services**

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



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



**Exhibit A**

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.

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



**Exhibit A**

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.

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



**Exhibit A**

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good-standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

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



**Exhibit A**

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of Information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

**3. Staffing**

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

**4. Reporting**

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.

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



**Exhibit A**

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department; no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

**5. Performance Measures**

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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



**Exhibit A**

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

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

**Exhibit B**

**Method and Conditions Precedent to Payment**

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

Riverbend Community Mental Health, Inc.

Exhibit B

Contractor Initials KE

SS-2020-DBH-01-HOUSE-04

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Date 7/29/19



**New Hampshire Department of Health and Human Services  
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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](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301.
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



Exhibit B-1 Budget

Healthy Works Safety Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Riverside Community Mental Health, Inc.

Budget Request for: ES-2023-004-1-100000-04

Budget Period: 07/23 (October 1, 2023 to June 30, 2024)

Line Item	Contractor		State		Federal		Total		Contractor		State		Federal		Total		
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Personnel																	
2. Employee Benefits																	
3. Consultants																	
4. Equipment																	
Rent																	
Repair and Maintenance																	
Purchase Description																	
5. Supplies																	
Educational																	
Lab																	
Pharmacy																	
Medical																	
Office																	
6. Travel																	
7. Occupancy																	
8. Current Expenses																	
Telephone																	
Postage																	
Subscriptions																	
Rent and Lease																	
Insurance																	
Board Expenses																	
Miscellaneous (Contingency)																	
9. Software																	
10. Information/Communications																	
11. Staff Education and Training																	
12. Succession/Assessments																	
13. Other (Specify in Remarks)																	
Contract Person Cost																	
14. Admin																	
<b>TOTAL</b>																	

Indirect As A Percent of Direct

12.0%

Contract Name: PE  
Date: 7/25/19

Exhibit B-2 Budget

Housing Bridge Safety Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Boardland Community Mental Health, Inc.

Budget Request for: Housing Bridge Safety Program Services

Budget Period: SFY11 (July 1, 2011 - June 30, 2011)

Line Item	Amount	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract	Contract
1. Total Subcontractors	118,354.00			118,354.00					118,354.00		118,354.00
2. Employee Benefits	24,858.00			24,858.00					24,858.00		24,858.00
3. Consultants											
4. Equipment											
Rental											
Repair and Maintenance											
Purchase/Construction	1,000.00			1,000.00					1,000.00		1,000.00
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Office	650.00			650.00					650.00		650.00
6. Travel	3,100.00			3,100.00					3,100.00		3,100.00
7. Occupancy	950.00			950.00					950.00		950.00
8. Current Expenses											
Telephone	2,100.00			2,100.00					2,100.00		2,100.00
Postage	780.00			780.00					780.00		780.00
Subscriptions											
Audit and Legal	600.00			600.00					600.00		600.00
Insurance	1,800.00			1,800.00					1,800.00		1,800.00
Board Expenses											
Miscellaneous (Contingency)	1,000.00			1,000.00					1,000.00		1,000.00
9. Software	1,283.00			1,283.00					1,283.00		1,283.00
10. Marketing/Communications											
11. Staff Education and Training	1,800.00			1,800.00					1,800.00		1,800.00
12. Subcontracts/Agreements											
13. Other (includes directly measurable)											
Criminal Records Check	680.00			680.00					680.00		680.00
14. Admin			20,303	20,303						20,303	20,303
<b>TOTAL</b>	<b>185,195</b>		<b>20,303</b>	<b>185,498</b>					<b>185,195</b>	<b>20,303</b>	<b>185,498</b>

Indirect as a Percent of Direct 14.8%

Contract Value  
 185,498  
 7/29/15

New Hampshire Department of Health and Human Services  
Exhibit C



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the 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;

Exhibit C - Special Provisions

Contractor Initials

E

Date

5/25/19

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



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

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
  
- 9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
  
- 10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



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

- 11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
- 12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
- 13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
- 14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
- 15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
- 16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

LE

Date

7/29/15

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

PZ

7/29/19

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

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

FE



New Hampshire Department of Health and Human Services  
Exhibit O



**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

VE  
Date 7/29/15

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

[Signature]  
Name: Peter Evers  
Title: CEO

Vendor Initials PE  
Date 7/29/19

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-4.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Riverbend Community  
Mental Health, Inc.

7/29/15  
Date

Name: Kevin Evans  
Title: CEO

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

PE

7/29/19

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Name: Peter Ewert  
Title: CSO

7/25/19  
Date

Vendor Initials PE  
Date 7/25/19

New Hampshire Department of Health and Human Services  
Exhibit G



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

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials

PE

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


New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Riverbend Community  
Mental Health, Inc.  
  
Name: Peter Cavers  
Title: CEO

7/29/19  
Date

Exhibit G

Vendor Initials PE

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

Date 7/29/19

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18. If the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.1) 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.

7/29/19  
Date

Vendor Name: Riverbend community  
Mental Health, Inc.  
Name: Peter Evers  
Title: CEO

Vendor Initials: PE  
Date: 7/29/19





New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor Identified In Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Vendor Initials JE

Date 7/29/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Vendor Initials

LE  
Date 7/29/14

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/20/14

Vendor Initials

        
Date 7/29/14

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Beverdoend Community Mental Health, Inc  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

Peter Evans  
Name of Authorized Representative

CEO  
Title of Authorized Representative

7/29/19  
Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19  
Date

[Signature]  
Name:  
Title:

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 081258915
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(e), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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7/29/18

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

**Exhibit K**

**DHHS Information Security Requirements**



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually Identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/dot/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

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