



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
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September 18, 2020

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

REQUESTED ACTION

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

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

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

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			
Total:	\$2,123,704		\$6,519,975	\$8,643,679			\$585,971	\$769,000	\$7,288,975	\$9,998,650**

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

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

The Department will monitor contracted services by reviewing:

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in black ink that reads "Lori Shibinette". The signature is written in a cursive style with a large initial "L".

Lori A. Shibinette

Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

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

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

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

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

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

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

Funding Amount Shared by Vendors as follows:

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

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

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



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

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

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire



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 the appeal process for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:
- 2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.
6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:
- 2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

EJ



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

10/7/2020

Date

DocuSigned by:
Katja Fox

Name: Katja Fox
Title: Director

Northern Human Services

10/5/2020

Date

DocuSigned by:
Eric Johnson

Name: Eric Johnson
Title: CEO



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

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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020

Date

DocuSigned by:

DSCA9202E32CAAE
Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: Northern Human Services									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost:			Contractor Share / Match			Funded by DHHS contract share:		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015	\$ 10,015	\$ -	\$ -	\$ -	\$ -	\$ 10,015	\$ 10,015
TOTAL	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472

Indirect As A Percent of Direct

12.0%

DS
 EJ
 Contractor Initials
 Date 10/5/2020

State of New Hampshire

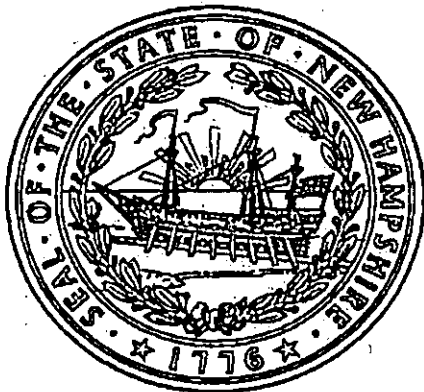
Department of State

CERTIFICATE

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

Business ID: 62362

Certificate Number : 0004890870



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, James Salmon, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Northern Human Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 28, 2019:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

RESOLVED: That the CEO

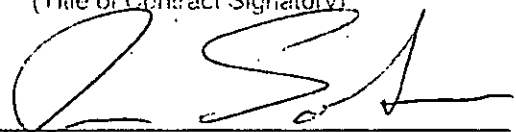
is hereby authorized on behalf of this Agency to sign all Exhibits and any amendments to the Exhibits with the State.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of October, 2020.
(Date Contract Signed)

4. Madelene Costello is the duly elected President
(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



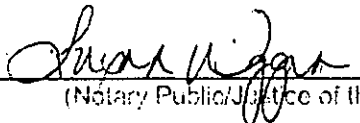
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

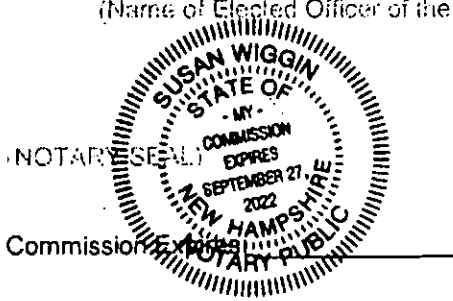
County of Carroll

The forgoing instrument was acknowledged before me this 5th day of October 2020.

By James Salmon.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC60040004322020A	09/30/2020	09/30/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services (DHHS) 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>See Not</i>

Statement of Mission

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

Statement of Vision

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

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

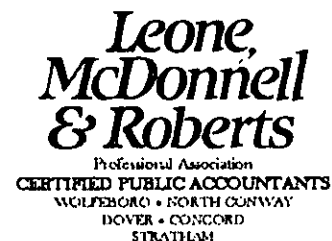
CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2019 AND 2018

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 16, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 26 - 34 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.

*Leon, McDonnell & Roberts'
Professional Association*

October 22, 2019
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

	<u>ASSETS</u>	
	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 11,282,632	\$ 10,319,006
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of \$328,000 and \$291,000 for 2019 and 2018, respectively	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Prepaid expenses and deposits	<u>295,077</u>	<u>294,263</u>
Total current assets	<u>14,591,332</u>	<u>13,086,890</u>
PROPERTY AND EQUIPMENT, NET	<u>364,455</u>	<u>527,343</u>
OTHER ASSETS		
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total other assets	<u>2,399,471</u>	<u>2,293,874</u>
Total assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 490,183	\$ 370,452
Accrued payroll and related liabilities	1,506,716	1,711,570
Compensated absences payable	743,136	704,026
Other grants payable	112,182	69,801
Refundable advances	197,017	337,926
Deferred revenue	431,341	115,685
Refundable advances, maintenance of effort	391,458	971,522
Client funds held in trust	169,364	294,867
Due to related party	<u>48,423</u>	<u>44,689</u>
Total liabilities	<u>4,089,820</u>	<u>4,620,538</u>
NET ASSETS		
Net assets without donor restrictions		
Undesignated	12,691,772	10,713,605
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	13,009,974	11,031,807
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total net assets	<u>13,265,438</u>	<u>11,287,569</u>
Total liabilities and net assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
PUBLIC SUPPORT				
State and federal grants	\$ 1,131,728	\$ -	\$ 1,131,728	\$ 927,662
Other public support	603,307	-	603,307	553,387
Local and county support	442,733	-	442,733	306,732
Donations	<u>26,990</u>	<u>-</u>	<u>26,990</u>	<u>24,296</u>
Total public support	<u>2,204,758</u>	<u>-</u>	<u>2,204,758</u>	<u>1,812,077</u>
REVENUES				
Program service fees	38,997,170	-	38,997,170	37,962,172
Production income	456,617	-	456,617	437,758
Other revenues	<u>382,737</u>	<u>-</u>	<u>382,737</u>	<u>261,640</u>
Total revenues	<u>39,836,524</u>	<u>-</u>	<u>39,836,524</u>	<u>38,661,570</u>
Total public support and revenues	<u>42,041,282</u>	<u>-</u>	<u>42,041,282</u>	<u>40,473,647</u>
EXPENSES				
<u>Program Services</u>				
Mental health	11,010,994	-	11,010,994	10,914,180
Developmental services	<u>24,129,392</u>	<u>-</u>	<u>24,129,392</u>	<u>23,962,509</u>
Total program services	35,140,386	-	35,140,386	34,876,689
General management	<u>5,128,004</u>	<u>-</u>	<u>5,128,004</u>	<u>4,774,159</u>
Total expenses	<u>40,268,390</u>	<u>-</u>	<u>40,268,390</u>	<u>39,650,848</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>1,772,892</u>	<u>-</u>	<u>1,772,892</u>	<u>822,799</u>
NON-OPERATING INCOME (LOSS)				
Investment return	93,900	-	93,900	139,759
Change in cash value of life insurance	18,808	-	18,808	18,447
Interest income	90,782	1,487	92,269	10,590
Net assets released from restrictions	<u>1,785</u>	<u>(1,785)</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>205,275</u>	<u>(298)</u>	<u>204,977</u>	<u>168,796</u>
Change in net assets	1,978,167	(298)	1,977,869	991,595
NET ASSETS, BEGINNING OF YEAR	<u>11,031,807</u>	<u>255,762</u>	<u>11,287,569</u>	<u>10,295,974</u>
NET ASSETS, END OF YEAR	<u>\$ 13,009,974</u>	<u>\$ 255,464</u>	<u>\$ 13,265,438</u>	<u>\$ 11,287,569</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,977,869	\$ 991,595
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	203,721	194,292
Unrealized (gain) loss on investments	30,002	(82,953)
Realized gain on investments	(81,524)	(23,391)
Change in cash value of life insurance	(6,129)	(5,977)
(Increase) decrease in assets:		
Accounts receivable	(534,267)	64,419
Grants receivable	(123,775)	(45,884)
Assets, limited use	118,040	(18,198)
Due from related party	-	202,643
Prepaid expenses and deposits	(814)	(45,341)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	119,731	40,601
Wages payable	(204,854)	163,371
Compensated absences payable	39,110	2,701
Other grants payable	42,381	56,667
Refundable advances	(140,909)	38,615
Deferred revenue	315,656	67,885
Refundable advances, maintenance of effort	(580,064)	939,469
Client funds held in trust	(125,503)	18,530
Due to related party	3,734	44,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,052,405</u>	<u>2,603,733</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(40,833)	(221,468)
Purchases of investments	(449,908)	(219,532)
Proceeds from sales of investments	457,019	232,472
Reinvested dividends	(42,378)	(33,415)
Change in cash value of life insurance	(12,679)	(12,470)
NET CASH USED IN INVESTING ACTIVITIES	<u>(88,779)</u>	<u>(254,413)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	963,626	2,349,320
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>10,637,208</u>	<u>8,287,888</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 11,600,834</u>	<u>\$ 10,637,208</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,908	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	1,008	2,482	3,490	17,572	21,062	29,720
Total expenses	<u>\$ 11,010,994</u>	<u>\$ 24,129,392</u>	<u>\$ 35,140,386</u>	<u>\$ 5,128,004</u>	<u>\$ 40,268,390</u>	<u>\$ 39,650,848</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	67	47	73	45
	<u>600,192</u>	<u>1,226,798</u>	<u>434,201</u>	<u>1,057,352</u>
Total expenses	<u>\$ 600,192</u>	<u>\$ 1,226,798</u>	<u>\$ 434,201</u>	<u>\$ 1,057,352</u>

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u>\$ 714,422</u>	<u>\$ 369,683</u>	<u>\$ 102,020</u>	<u>\$ 110,584</u>
Total expenses				

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	-	10	148	51
	<u>\$ 321,740</u>	<u>\$ 312,585</u>	<u>\$ 115,790</u>	<u>\$ 1,296,432</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
	<u>\$ 1,177,836</u>	<u>\$ 1,209,945</u>	<u>\$ -</u>	<u>\$ 522,686</u>
Total expenses	<u>\$ 1,177,836</u>	<u>\$ 1,209,945</u>	<u>\$ -</u>	<u>\$ 522,686</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2018</u> <u>Summarized</u>
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
	<u>\$ 1,178,692</u>	<u>\$ 37,923</u>	<u>\$ 222,113</u>	<u>\$ 11,010,994</u>	<u>\$ 10,914,180</u>
Total expenses	<u>\$ 1,178,692</u>	<u>\$ 37,923</u>	<u>\$ 222,113</u>	<u>\$ 11,010,994</u>	<u>\$ 10,914,180</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	235	4	1,776	25	7
Total expenses	<u>\$ 1,056,790</u>	<u>\$ 77,536</u>	<u>\$ 5,961,867</u>	<u>\$ 1,108,933</u>	<u>\$ 182,208</u>

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
	<u>\$ 6,058,943</u>	<u>\$ 1,879,591</u>	<u>\$ 411,099</u>	<u>\$ 2,433,267</u>	<u>\$ 1,471,738</u>
Total expenses					

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2018 Summarized
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
	<u>252,673</u>	<u>3,234,747</u>	<u>24,129,392</u>	<u>23,962,509</u>
Total expenses	\$ 252,673	\$ 3,234,747	\$ 24,129,392	\$ 23,962,509

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

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

Basis of Accounting

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

Basis of Presentation

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

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

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

As of June 30, 2019 and 2018, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

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

Contributions

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

Cash Equivalents

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

Accounts Receivable

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

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

Property and Depreciation

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

Investments

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

Accrued Earned Time

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

Refundable Advances

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

Program Service Fee Revenue

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

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

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

Income Taxes

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

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2017 – 2019), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 11,600,834	\$ 10,637,208
Accounts receivable, net	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total financial assets	16,695,726	15,086,501

Less amounts not available to be used within one year:		
Cash and cash equivalents, designated	318,202	318,202
Client funds held in trust	170,366	294,867
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total amounts not available within one year	<u>744,032</u>	<u>868,831</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 15,951,694</u>	<u>\$ 14,217,670</u>

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$13,423,131).

3. ASSETS, LIMITED USE

As of June 30, 2019 and 2018, assets, limited use consisted of the following:

	<u>2019</u>	<u>2018</u>
Donor restricted cash	\$ 255,464	\$ 255,762
Client funds held in trust	170,366	294,867
Employee benefits	<u>76,081</u>	<u>69,322</u>
Total assets, limited use	<u>\$ 501,911</u>	<u>\$ 619,951</u>

4. PROPERTY AND DEPRECIATION

As of June 30, 2019 and 2018, property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Vehicles	\$ 647,048	\$ 652,964
Equipment	<u>2,696,501</u>	<u>3,231,824</u>
Total property and equipment	3,343,549	3,884,788
Less accumulated depreciation	<u>2,979,094</u>	<u>3,357,445</u>
Property and equipment, net	<u>\$ 364,455</u>	<u>\$ 527,343</u>

Depreciation expense totaled \$203,721 and \$194,292 for the years ended June 30, 2019 and 2018, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2019 and 2018:

	<u>2019</u>		<u>2018</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 19,601	\$ 19,601	\$ 15,340	\$ 15,340
Mutual Funds:				
Domestic equity funds	690,460	599,516	802,467	669,110
International equity funds	302,374	289,349	361,346	333,154
Fixed income funds	901,146	882,426	634,134	649,092
Other mutual funds	<u>53,305</u>	<u>58,506</u>	<u>66,810</u>	<u>72,266</u>
Total	<u>\$ 1,966,886</u>	<u>\$ 1,849,398</u>	<u>\$ 1,880,097</u>	<u>\$ 1,738,962</u>

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

	<u>2019</u>	<u>2018</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 42,378	\$ 33,415
Unrealized gains (losses) on investments	(30,002)	82,953
Realized gains on investments	<u>81,524</u>	<u>23,391</u>
	<u>\$ 93,900</u>	<u>\$ 139,759</u>

Investment management fees for the years ended June 30, 2019 and 2018 were \$14,064 and \$12,940, respectively.

6. FAIR VALUE MEASUREMENTS

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

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

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

The table below segregates all financial assets and liabilities as of June 30, 2019 and 2018 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

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

	<u>2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 15,340	\$ -	\$ -	\$ 15,340
Mutual Funds				
Domestic equity funds	802,467	-	-	802,467
International equity funds	361,346	-	-	361,346
Fixed income funds	634,134	-	-	634,134
Other funds	66,810	-	-	66,810
Cash Value of Life Insurance	-	<u>413,777</u>	-	<u>413,777</u>
Total investments at fair value	<u>\$ 1,880,097</u>	<u>\$ 413,777</u>	<u>\$ -</u>	<u>\$ 2,293,874</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020 the Organization will increase the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$276,510 and \$270,725 for the years ended June 30, 2019 and 2018, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2019 and 2018. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$11,239,183 and \$10,301,484, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018, approximately 87% and 88% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

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

Medicaid receivables comprise approximately 75% and 65% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$901,993 and \$897,369 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2019 is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 932,540
2021	38,336
2022	<u>38,973</u>
Total	<u>\$ 1,009,849</u>

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

11. RELATED PARTY TRANSACTIONS

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

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

Due to/from Related Party

At June 30, 2019 and 2018, the Organization had a due to Shallow River balance in the amount of \$48,423 and \$44,689, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$766,575 and \$728,529 for the years ended June 30, 2019 and 2018, respectively. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2019 and 2018.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2019 and 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$246,624 and \$264,560, respectively, due to the purchase of a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2019 and 2018, the outstanding capitated payment liability totaled \$391,458 and \$971,522, respectively.

13. COMMITMENTS AND CONTINGENCIES

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

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

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

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

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

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2019 and 2018, net assets with donor restrictions consisted of the following:

	<u>2019</u>	<u>2018</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,832	2,924
Income earned on the Memorial Fund	<u>215</u>	<u>421</u>
Total net assets with donor restrictions	<u>\$ 255,464</u>	<u>\$ 255,762</u>

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

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

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

As of June 30, 2019 and 2018, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2019 and June 30, 2018 were as follows:

	<u>2019</u>	<u>2018</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	555	505
Withdrawals	<u>(555)</u>	<u>(505)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. RECLASSIFICATION

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

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions, that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2019, the date the June 30, 2019 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
REVENUES						
Program service fees:						
Client fees	\$ 700,461	\$ 77,790	\$ 778,251	\$ -	\$ 778,251	\$ 716,997
Residential fees	69,379	253,324	322,703	-	322,703	322,343
Blue Cross	186,499	26,825	213,324	-	213,324	252,148
Medicaid	11,890,220	24,838,754	36,728,974	-	36,728,974	35,567,982
Medicare	491,840	-	491,840	-	491,840	575,847
Other insurance	248,966	72,940	321,906	-	321,906	354,880
Local educational authorities	-	130,058	130,058	-	130,058	157,808
Vocational rehabilitation	1,863	7,111	8,974	-	8,974	11,011
Other program fees	1,140	-	1,140	-	1,140	3,156
Production/service income	253,865	202,752	456,617	-	456,617	437,758
Public support:						
Local/county government	440,833	1,900	442,733	-	442,733	306,732
Donations/contributions	5,573	19,786	25,359	1,631	26,990	24,296
Other public support	343,307	-	343,307	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	523,328	325,125	848,453	-	848,453	620,079
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,530
Other	150,121	-	150,121	3,619	153,740	178,053
Private foundation grants	220,000	-	220,000	40,000	260,000	219,507
Other revenues	68,661	66,068	134,729	248,008	382,737	261,640
Total revenues	15,725,591	26,022,433	41,748,024	293,258	42,041,282	40,473,647
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	1,008	2,482	3,490	17,572	21,062	29,720
Total expenses	11,010,994	24,129,392	35,140,386	5,128,004	40,268,390	39,650,848
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES						
	\$ 4,714,597	\$ 1,893,041	\$ 6,607,638	\$ (4,834,746)	\$ 1,772,892	\$ 822,799

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Audit Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
REVENUES				
Program service fees:				
Client fees	\$ 55,479	\$ 114,127	\$ -	\$ 39,917
Residential fees	-	-	-	-
Blue Cross	48,392	82,231	-	38,196
Medicaid	102,889	1,207,184	679,651	2,437,517
Medicare	106,433	303,723	-	-
Other insurance	68,196	100,097	-	39,075
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	150	-
Other program fees	-	-	570	-
Production/service income	-	-	-	-
Public support:				
Local/county government	116,236	-	-	-
Donations/contributions	5,573	-	-	-
Other public support	-	-	25,569	-
Bureau of Developmental Services and Bureau of Behavioral Health	148,024	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	7	2,560	-
Private foundation grants	10,000	-	-	-
Other revenues	4,697	-	-	3,840
Total revenues	665,919	1,807,369	708,500	2,558,545
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	67	47	73	45
Total expenses	600,192	1,226,798	434,201	1,057,352
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 65,727	\$ 580,571	\$ 274,299	\$ 1,501,193

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
REVENUES				
Program service fees:				
Client fees	\$ 44,232	\$ 1,650	\$ -	\$ 6,299
Residential fees	-	-	-	-
Blue Cross	7,463	-	-	6,789
Medicaid	106,570	377,991	-	28,890
Medicare	7,256	-	-	8,358
Other insurance	17,031	1,164	-	11,654
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	110,354	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	-
	<u>280,856</u>	<u>590,805</u>	<u>110,354</u>	<u>61,990</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u>714,422</u>	<u>369,683</u>	<u>102,020</u>	<u>110,584</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (433,566)	\$ 221,122	\$ 8,334	\$ (48,594)

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
REVENUES				
Program service fees:				
Client fees	\$ 1,370	\$ 2,713	\$ 10,372	\$ 193,728
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	18,425	204,485	306,073	1,449,878
Medicare	-	-	-	3,561
Other insurance	-	-	-	3,049
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	1,713	-	-
Other program fees	570	-	-	-
Production/service income	-	47,206	-	-
Public support:				
Local/county government	324,597	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>32,345</u>	<u>-</u>	<u>-</u>	<u>24,768</u>
Total revenues	<u>377,307</u>	<u>256,117</u>	<u>316,445</u>	<u>1,674,984</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	<u>-</u>	<u>10</u>	<u>148</u>	<u>51</u>
Total expenses	<u>321,740</u>	<u>312,585</u>	<u>115,790</u>	<u>1,296,432</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 55,567</u>	<u>\$ (56,468)</u>	<u>\$ 200,655</u>	<u>\$ 378,552</u>

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Supportive <u>Living</u>	Community <u>Residences</u>	Disaster <u>Behavioral</u>	Victims of <u>Crime Act</u>
REVENUES				
Program service fees:				
Client fees	\$ 63,257	\$ 13,911	\$ -	\$ 9,607
Residential fees	-	54,909	-	-
Blue Cross	-	-	-	3,053
Medicaid	2,367,163	1,162,641	-	144,433
Medicare	215	-	-	16,346
Other insurance	328	-	-	7,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	317,738
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	129,535	-	-
Other	-	-	400	-
Private foundation grants	-	-	-	-
Other revenues	23	188	-	-
Total revenues	<u>2,430,986</u>	<u>1,361,184</u>	<u>400</u>	<u>499,064</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
Total expenses	<u>1,177,836</u>	<u>1,209,945</u>	<u>-</u>	<u>522,686</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,253,150</u>	<u>\$ 151,239</u>	<u>\$ 400</u>	<u>\$ (23,622)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT Team</u>	<u>IDN Grant</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2018 Summarized</u>
REVENUES					
Program service fees:					
Client fees	\$ 143,799	\$ -	\$ -	\$ 700,461	\$ 676,504
Residential fees	14,470	-	-	69,379	70,500
Blue Cross	375	-	-	186,499	217,556
Medicaid	1,296,430	-	-	11,890,220	11,596,955
Medicare	45,948	-	-	491,840	575,847
Other insurance	485	-	-	248,966	287,550
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	1,863	5,917
Other program fees	-	-	-	1,140	58
Production/service income	-	-	206,659	253,865	222,560
Public support:					
Local/county government	-	-	-	440,833	287,832
Donations/contributions	-	-	-	5,573	4,403
Other public support	-	-	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	277,000	-	-	523,328	379,308
Other federal and state funding:					
HUD	-	-	-	129,535	129,530
Other	-	36,800	-	150,121	170,477
Private foundation grants	-	-	-	220,000	219,507
Other revenues	921	-	1,879	68,661	47,724
Total revenues	1,779,428	36,800	208,538	15,725,591	15,226,108
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
Total expenses	1,178,692	37,923	222,113	11,010,994	10,914,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 600,736	\$ (1,123)	\$ (13,575)	\$ 4,714,597	\$ 4,311,928

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 77,790	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	26,825	-
Medicaid	975,912	-	4,603,410	1,118,540	373,404
Medicare	-	-	-	-	-
Other insurance	-	-	-	72,940	-
Local educational authorities	-	130,058	-	-	-
Vocational rehabilitation	-	-	7,111	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	175,819	-	-
Public support:					
Local/county government	-	-	1,900	-	-
Donations/contributions	-	-	19,786	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	104,498	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>41,122</u>	<u>-</u>	<u>5,662</u>	<u>1,713</u>	<u>-</u>
Total revenues	<u>1,017,034</u>	<u>130,058</u>	<u>4,813,688</u>	<u>1,402,306</u>	<u>373,404</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	<u>235</u>	<u>4</u>	<u>1,776</u>	<u>25</u>	<u>7</u>
Total expenses	<u>1,056,790</u>	<u>77,536</u>	<u>5,961,867</u>	<u>1,108,933</u>	<u>182,208</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (39,756)</u>	<u>\$ 52,522</u>	<u>\$ (1,148,179)</u>	<u>\$ 293,373</u>	<u>\$ 191,196</u>

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	207,811	-	37,950	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,438,382	1,969,301	332,928	2,700,710	1,589,858
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	24,443	-	564	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	12,465	-	335	-	-
Total revenues	7,683,101	1,969,301	371,777	2,700,710	1,589,858
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
Total expenses	6,058,943	1,879,591	411,099	2,433,267	1,471,738
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 1,624,158	\$ 89,710	\$ (39,322)	\$ 267,443	\$ 118,120

Continued

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2018 Summarized</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 77,790	\$ 40,493
Residential fees	-	7,563	253,324	251,843
Blue Cross	-	-	26,825	34,592
Medicaid	472,909	3,263,400	24,838,754	23,971,027
Medicare	-	-	-	-
Other insurance	-	-	72,940	67,330
Local educational authorities	-	-	130,058	157,808
Vocational rehabilitation	-	-	7,111	5,094
Other program fees	-	-	-	3,098
Production/service income	-	1,926	202,752	215,198
Public support:				
Local/county government	-	-	1,900	18,900
Donations/contributions	-	-	19,786	17,983
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	220,627	325,125	240,771
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	4,771	66,068	85,099
Total revenues	472,909	3,498,287	26,022,433	25,109,236
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
Total expenses	252,673	3,234,747	24,129,392	23,962,509
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 220,236	\$ 263,540	\$ 1,893,041	\$ 1,146,727

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	<u>Term M/Y</u> <u>Began / End</u>
Officers:	Eric Johnson, CEO	447-3347		10.18 / 10.20
	Madelene Costello, President			10.18 / 10.20
	Dorothy Borchers, Vice President			10.17 / 10.21
	James Salmon, Treasurer			
	TBA, Secretary			
Staff:	Dale Heon, CFO	447-3347		
	Susan Wiggin, Executive Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358		
	Liz Charles, DD Reg Administrator	447-3347		
Term				
Expire	<u>The Mental Health Center</u>	Kassie Eafrazi	752-7404	
	3 Twelfth St., Berlin, NH 03570	Director of BH		
'22	Margaret McClellan, [REDACTED]			6/01
'20	*Stephen Michaud, [REDACTED]			11/02
'20	*Dorothy Borchers, [REDACTED]			05/17
	<u>The Mental Health Center</u>	Valeda Cerasale	447-2111	
	25 W. Main St., Conway, NH 03818	BH Director		
	70 Bay St., Wolfeboro 03894		569-1884	
	<u>New Horizons</u>	Shanon Mason	356-6310	
	626 Eastman Road, Center Conway, NH 03818	DS Director		
'21	*Maddie Costello, [REDACTED]			9/06
'20	*Carrie Duran, [REDACTED]			1/17
'21	James Salmon, [REDACTED]			11/03
	<u>The Mental Health Center</u>	James Michaels	237-4955	
	55 Colby St., Colebrook 03576	BH Director		
	69 Brooklyn St., Groveton 03582		636-2555	
	<u>Vershire Center</u>			
	24 Depot Street, Colebrook, NH 03576		237-5721	
'20	Georgia Caron, [REDACTED]			[5/08]
	<u>White Mountain Mental Health</u>	Amy Finkle	444-8501	
	29 Maple St., Box 599, Littleton 03561	BH Director		
	<u>Common Ground</u>	Mark Vincent	837-9547	
	24 Lancaster Road, Whitefield, NH 03584	DS Director		
'22	Bob Fink, [REDACTED]			1/07, 3/13

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson

Finance Committee: J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

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

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

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

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

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

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

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

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

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

Jul. 1999 - Oct. 2006

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

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

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

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

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

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

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

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Senior Credit Analyst

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

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

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

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

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH

Job Title: Assistant Financial Manager

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

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

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program

M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics

B.S. in Business Administration

SOFTWARE RESOURCES:

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

ERIC M. JOHNSON



SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

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

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

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

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

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

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

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

ERIC M. JOHNSON

-Page 2-

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

Examples of Leadership:

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

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH

1982 - 1983

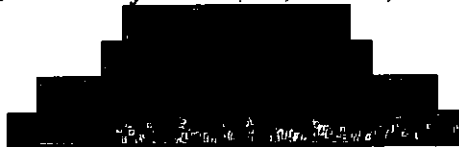
- **VISTA VOLUNTEER**

EDUCATION

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

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

Suzanne Gaetjens-Oleson, MACP, LCMHC



Educational History:

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

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

Employment History:

Regional Mental Health Administrator, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, supervising the Medical Records Auditor and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements.

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

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

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

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

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

Continuing Education Experiences:

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

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

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

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

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

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eric Johnson	CEO	\$164,133.92	50%	\$82,066.96
Dale Heon	CFO	\$112,415.69	50%	\$56,207.84
Suzanne Gaetjens-Olsen	MH Regional Administrator	\$80,995.20	100%	\$80,995.20



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between 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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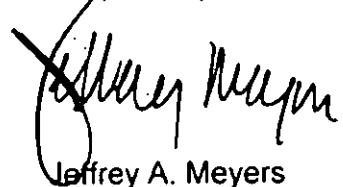
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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
			Subtotal	\$158,800

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Financial Details

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

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

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

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

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


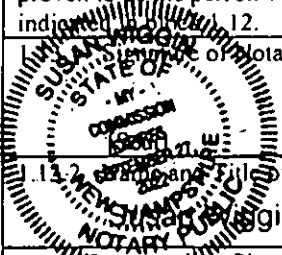
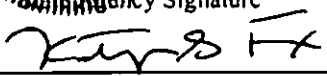
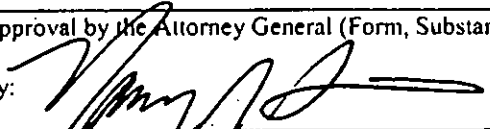
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Madelene Costello, President	
1.13 Acknowledgement: State of NH, County of Carroll On July 25, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.2.			
I, Susan Wagner, Notary Public or Justice of the Peace			
 1.14 Signature and Title of Notary or Justice of the Peace Susan Wagner, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 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

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.

Contractor Initials mpc
Date 7/23/19

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

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

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

Exhibit A

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

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**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.

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**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.

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**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.

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**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.

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

Exhibit A

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



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

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

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

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

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

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

Indirect As A Percent of Direct

12.0%

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 18,543.00	\$ -	\$ 18,543.00	\$ -	\$ -	\$ -	\$ 18,543	\$ -	\$ 18,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980	\$ -	\$ 980.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
TOTAL	\$ 81,017	\$ 9,722	\$ 90,739	\$ -	\$ -	\$ -	\$ 81,017	\$ 9,722	\$ 90,739

Indirect As A Percent of Direct

12.0%

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 EW



**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.

Exhibit C – Special Provisions

Contractor Initials 



**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



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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

Exhibit C – Special Provisions

Contractor Initials EW



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

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

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

20. Contract Definitions:

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

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.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

EJ

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Northern Human Services

7/25/19

Date

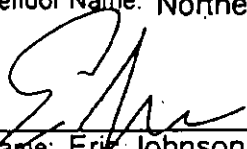

 Name: Eric Johnson
 Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials 

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

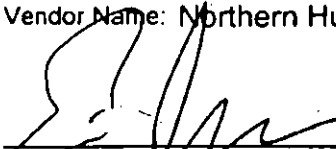
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Northern Human Services


Name: Eric Johnson
Title: CEO

7/25/19
Date

Vendor Initials EU

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

EJ

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: Northern Human Services

7/25/19
Date

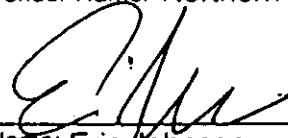

Name: Eric Johnson
Title: CEO

Exhibit G

Vendor Initials EJ

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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

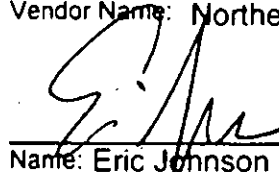
The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Northern Human Services

7/25/19

Date


Name: Eric Johnson
Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY
ACT BUSINESS ASSOCIATE
AGREEMENT**

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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



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

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Vendor Initials BU

Date 7/25/19



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/2/19
Date

Northern Human Services
Name of the Vendor

Eric Johnson
Signature of Authorized Representative

Eric Johnson
Name of Authorized Representative

CEO
Title of Authorized Representative

7/25/19
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: Northern Human Services

Name: Eric Johnson
Title: CEO

7/25/19
Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc. d/b/a West Central Behavioral Health, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 9 Hanover Street, Suite 2, Concord, NH 03301.

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire



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

10/7/2020

Date

DocuSigned by:
Katja Fox
ED9D05B04CE3443

Name: Katja Fox
Title: Director

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

10/5/2020

Date

DocuSigned by:
Roger W. Osmun, Ph.D.
0AB0B54CB432473

Name: Roger W. Osmun, Ph.D.
Title: President and CEO



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

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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020

Date

DocuSigned by:

D5CA9202E32CAAF

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:

Housing Bridge Subsidy Program Services

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: West Central Services, Inc. DBA West Central Behavioral Health									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015	\$ 10,015	\$ -	\$ -	\$ -	\$ -	\$ 10,015	\$ 10,015
TOTAL	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472

Indirect As A Percent of Direct

12.0%

State of New Hampshire

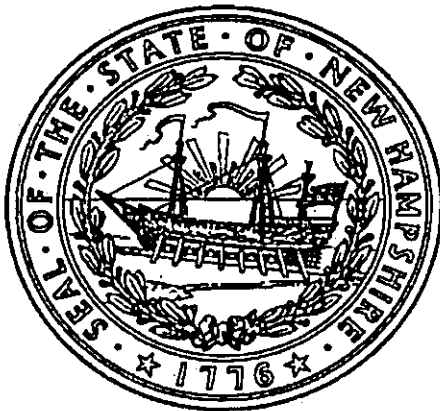
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0004914867



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

State of New Hampshire

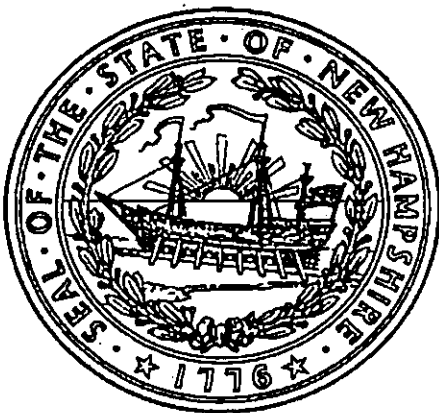
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0004914868



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2020.

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

William M. Gardner,
Secretary of State

WEST CENTRAL BEHAVIORAL HEALTH
AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

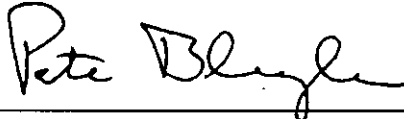
CERTIFICATE OF VOTE

I, Peter Bleyler do hereby certify that:

1. I am duly elected the Chairman of the Board of Directors of West Central Services, Inc. d/b/a **West Central Behavioral Health**.
2. The following is a true copy of a resolution duly adopted by electronic ballot of the Board of Directors of the Corporation held on **May 26, 2020** by vote.

RESOLVED:

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



Signature of Board Chair of
West Central Behavioral Health

October 7, 2020

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2020

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certraquest@Marsh.com CN102105463-gaup-20-21	CONTACT NAME: _____	
	PHONE (AC, No, Ext): _____	FAX (AC, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Capital Specialty Insurance Corporation		10328
INSURER B : Capital Indemnity Corp.		10472
INSURER C : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** NYC-010982297-03 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HS02726188-05	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COM/POP AGG	\$ 3,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		HS02731293-05	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____		HS20162182-05	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Healthcare Professional Liability - Claims Made		HS02726188-05	11/01/2020	11/01/2021	Each Claim:	1,000,000
						Aggregate:	3,000,000

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2020

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

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PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certraquest@Marsh.com CN102105463-gaup-19-20	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Capitol Specialty Insurance Corporation</td> <td>10328</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Capitol Specialty Insurance Corporation	10328	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Capitol Specialty Insurance Corporation	10328														
INSURER B : N/A	N/A														
INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED West Central Services, Inc dba West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766															

COVERAGES **CERTIFICATE NUMBER:** NYC-010893543-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HS02726188-04	11/01/2019	11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	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		\$
EACH OCCURRENCE	\$ 1,000,000																			
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	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	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 <input type="checkbox"/> N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td></td></tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$			
	PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

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

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services, State of New Hampshire, 129 Pleasant Street, Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2020

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: thousman@hayscompanies.com <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER A: Technology Insurance Company, Inc.</td> <td style="text-align: right;">42376</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company, Inc.	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Technology Insurance Company, Inc.	42376														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766															

COVERAGES **CERTIFICATE NUMBER: 20-21 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS + NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____																				
A	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 <input type="checkbox"/>	N/A	TWC3877857	6/1/2020	6/1/2021	<table style="width: 100%;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td></td> <td></td> <td style="text-align: right;">500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> <td></td> <td style="text-align: right;">500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> <td></td> <td style="text-align: right;">500,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		E.L. EACH ACCIDENT	\$			500,000	E.L. DISEASE - EA EMPLOYEE	\$			500,000	E.L. DISEASE - POLICY LIMIT	\$			500,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER																								
E.L. EACH ACCIDENT	\$			500,000																							
E.L. DISEASE - EA EMPLOYEE	\$			500,000																							
E.L. DISEASE - POLICY LIMIT	\$			500,000																							

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

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC <i>JH</i>
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Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

Draft

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

FINANCIAL STATEMENTS

June 30, 2020

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

Draft

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Draft

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020 and 2019, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
Page 2

Draft

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

St. Albans, Vermont
September 21, 2020

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

STATEMENTS OF FINANCIAL POSITION

June 30,

DraftASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,027,550	\$ 393,604
Investments	545,830	504,270
Restricted cash	66,847	98,074
Accounts receivable - trade, net	370,605	348,486
Accounts receivable - other	543,872	262,035
Due from affiliates	54,097	19,276
Prepaid expenses	98,748	80,064
TOTAL CURRENT ASSETS	<u>3,707,549</u>	<u>1,705,809</u>
PROPERTY & EQUIPMENT, NET	<u>641,691</u>	<u>601,659</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	109,149	105,219
Deposits	31,880	31,880
TOTAL OTHER ASSETS	<u>141,029</u>	<u>137,099</u>
TOTAL ASSETS	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ -	\$ 328,462
Accounts payable	172,393	88,493
Accrued payroll and related expenses	180,682	89,506
Deferred revenue	135,067	121,817
Deposits and other current liabilities	23,486	34,063
Current portion of long-term debt payable	493,060	29,003
TOTAL CURRENT LIABILITIES	<u>1,004,688</u>	<u>691,344</u>
LONG-TERM DEBT, less current portion	<u>1,324,355</u>	<u>548,312</u>
TOTAL LIABILITIES	<u>2,329,043</u>	<u>1,239,656</u>
NET ASSETS		
Net Assets without donor restrictions	<u>2,161,226</u>	<u>1,204,911</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,490,269</u>	<u>\$ 2,444,567</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

Draft

2020

	<u>Net Assets without Donor Restrictions</u>	<u>2019</u>
PUBLIC SUPPORT AND REVENUES		
Public support -		
State of New Hampshire – BBH	\$ 377,128	\$ 321,876
Other public support	930,575	325,928
Grants	<u>497,339</u>	<u>483,227</u>
Total public support	<u>1,805,042</u>	<u>1,131,031</u>
Revenues -		
Program service fees	8,089,318	7,762,189
Contracted services	560,264	596,044
Rental income	160,027	152,606
Other revenues	<u>299,771</u>	<u>47,364</u>
Total Revenues	<u>9,109,380</u>	<u>8,558,203</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>10,914,422</u>	 <u>9,689,234</u>
 EXPENSES		
Adult Maintenance	3,275,345	3,272,214
Adult Vocational	135,990	174,085
Children	2,737,771	2,837,525
ACT Team	862,755	648,120
Emergency Services	512,677	528,632
Housing services	1,283,406	1,227,417
General adult	399,182	482,044
Bridges	190,157	-
Other program services	<u>604,445</u>	<u>502,258</u>
 TOTAL EXPENSES	 <u>10,001,728</u>	 <u>9,672,295</u>
 CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	 <u>912,694</u>	 <u>16,939</u>
 OTHER INCOME		
Investment Income	<u>43,621</u>	<u>41,973</u>
 TOTAL INCREASE IN NET ASSETS	 956,315	 58,912
 NET ASSETS, BEGINNING OF YEAR	 <u>1,204,911</u>	 <u>1,145,999</u>
 NET ASSETS, END OF YEAR	 <u>\$ 2,161,226</u>	 <u>\$ 1,204,911</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

Draft

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 956,315	\$ 58,912
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	77,647	85,997
Unrealized (gain) loss on investment in partnership	(3,930)	(3,879)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(22,119)	2,885
Accounts receivable - other	(281,837)	(58,315)
Due from affiliates	(34,821)	(17,863)
Prepaid expenses	(18,684)	29,780
Restricted cash	31,227	27,670
Security deposits	-	(4,463)
Increase (decrease) in the following liabilities:		
Accounts payable	83,900	32,306
Accrued payroll and related expenses	91,176	63,705
Deferred revenue	13,250	17,979
Deposits and other current liabilities	(10,577)	25,142
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>881,547</u>	<u>259,856</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(117,679)	(64,523)
Investment activity, net	(41,560)	(40,722)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(159,239)</u>	<u>(105,245)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	497,400	8,834,298
Repayment on line of credit	(825,862)	(8,935,329)
Proceeds from issuance of debt - PPP Loan	1,273,700	-
Repayment of notes payable	(33,600)	(98,737)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>911,638</u>	<u>(199,768)</u>
NET INCREASE (DECREASE) IN CASH	1,633,946	(45,157)
CASH AT BEGINNING OF YEAR	<u>393,604</u>	<u>438,761</u>
CASH AT END OF YEAR	<u>\$ 2,027,550</u>	<u>\$ 393,604</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 955</u>	<u>\$ 17,799</u>

See Accompanying Notes to Financial Statements.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore, no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

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

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

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

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

Estimates

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

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

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

During 2020, the Center increased its estimated percentage in the allowance for doubtful accounts to 32% from 28% of the total patient receivables. The allowance for doubtful accounts increased to \$170,459 as of June 30, 2020 from \$134,356 as of June 30, 2019.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$8,089,318, of which \$7,883,541 was revenue from third-party payers and \$205,777 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

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

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2020 and 2019 was \$20,078 and \$21,209, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

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

Approximately 87% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,027,550
Accounts Receivable (net)	914,477
Investments	<u>545,830</u>
Financial assets available within one year for general expenditures	<u><u>\$ 3,487,857</u></u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 3 LIQUIDITY (continued)

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

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

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

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 246,387	\$ 255,122
Medicare	83,923	81,453
Third party insurance companies	156,675	80,205
Clients	<u>54,079</u>	<u>66,062</u>
	541,064	482,842
Allowance for doubtful accounts	<u>(170,459)</u>	<u>(134,356)</u>
	<u>\$ 370,605</u>	<u>\$ 348,486</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 157,645	\$ 93,274
Rents	-	461
Bureau of Behavioral Health	127,471	26,073
MCO Directed Payments	237,437	-
State of NH - LTCSP	12,990	-
IDN Grant	6,000	71,607
Other	<u>2,329</u>	<u>70,620</u>
	<u>\$ 543,872</u>	<u>\$ 262,035</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2020</u>	<u>2019</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	872,507	833,557
Furniture, fixtures and equipment	615,929	612,905
Vehicles	21,375	21,375
Project in Progress	<u>83,205</u>	<u>7,500</u>
	1,613,711	1,496,032
Accumulated Depreciation	<u>(972,020)</u>	<u>(894,373)</u>
 NET BOOK VALUE	 <u>\$ 641,691</u>	 <u>\$ 601,659</u>

Depreciation expense for the years ended June 30, 2020 and 2019 was \$77,647 and \$85,997, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2020</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 366,479</u>	<u>\$ 179,351</u>	<u>\$ 545,830</u>
 <u>2019</u>	 <u>Cost</u>	 <u>Unrealized Gain (Loss)</u>	 <u>Market Value</u>
Equity Funds	<u>\$ 353,727</u>	<u>\$ 150,543</u>	<u>\$ 504,270</u>

Investment income consisted of the following at June 30,:

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 12,952	\$ 11,709
Realized gains	1,861	-
Unrealized gains	<u>28,808</u>	<u>30,264</u>
	<u>\$ 43,621</u>	<u>\$ 41,973</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 6 INVESTMENTS (continued)

	<u>2020</u>	<u>2019</u>
Investments in Behavioral Information Systems, LLC	\$ <u>109,149</u>	\$ <u>105,219</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2020 and 2019 was \$3,930 and \$3,879, respectively.

NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

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

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Operational Funding	\$ 43,391	\$ 79,000
In-Shape	2,466	15,759
COVID Relief	59,000	-
Bridge Program	11,000	-
Newport Tiger Program	10,000	-
CEO Search	-	19,558
Facility Upgrades	2,661	7,500
Other Grants	<u>6,549</u>	<u>-</u>
	<u>\$ 135,067</u>	<u>\$ 121,817</u>

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Note payable, Mascoma Bank dated May 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$71,323 beginning December 2020 due May 2022.	\$ 1,273,700	\$ -
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	-	29,003
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>543,715</u>	<u>548,312</u>
Less: Current Portion	<u>1,817,415</u> <u>(493,060)</u>	<u>577,315</u> <u>(29,003)</u>
	<u>\$ 1,324,355</u>	<u>\$ 548,312</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 9 LONG-TERM DEBT (continued)

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

Year Ending June 30,	Amount
2021	\$ 493,060
2022	780,640
2023	-
2024	-
2025	-
Thereafter	543,715
	\$ 1,817,415

Interest expense was \$955 and \$17,799 for the years ended June 30, 2020 and 2019, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2020 and 2019, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2020 and 2019, the outstanding balance was \$-0- and \$328,462 respectively. The effective interest rate at June 30, 2020 and 2019 was 3.5% and 4.25%, respectively. The line of credit expires in April, 2021.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2020 and 2019, the Center paid BIS \$33,000 and \$58,124, respectively, for services rendered. At June 30, 2020 and 2019, the Center owed BIS \$-0- and \$4,559, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2020 and 2019, BIS owed the Center \$54,097 and \$19,276, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2020 and 2019 the Center paid \$164,165 and \$165,003, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. The Center reinstated a match which was effective in January, 2020 and all eligible employees receive a 50% match for their first 4% of contributions. Additionally, in 2020 the Center made a one-time contribution of 1% to all employees that were making contributions as of March 31, 2020. During the years ended June 30, 2020 and 2019, the total employer contributions into this retirement plan were of \$64,198 and \$0.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2020</u>	<u>2019</u>
Due from clients	10 %	14 %
Insurance companies	29	17
Medicaid	45	53
Medicare	<u>16</u>	<u>16</u>
	<u>100 %</u>	<u>100 %</u>

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2020 for each of the next five years and in the aggregate are:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 650,547
2022	375,526
2023	81,799
2024	81,581
2025	<u>13,597</u>
	<u>\$ 1,203,050</u>

Total rent expense for the years ended June 30, 2020 and 2019, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$710,325 and \$643,010, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

Draft

NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 21, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, have been incorporated into the basic financial statements herein.

Draft

SUPPLEMENTARY INFORMATION

West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2020

Draft

		<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
CLIENT FEES	\$	66,062	\$ 1,029,192	\$ (823,415)	\$ (217,760)	\$ 54,079
OTHER INSURANCE		80,205	805,047	(327,681)	(400,896)	156,675
MEDICAID		255,122	8,206,418	(1,195,535)	(7,019,618)	246,387
MEDICARE		<u>81,453</u>	<u>1,046,228</u>	<u>(650,938)</u>	<u>(392,820)</u>	<u>83,923</u>
TOTALS	\$	<u>482,842</u>	<u>\$ 11,086,885</u>	<u>\$ (2,997,569)</u>	<u>\$ (8,031,094)</u>	<u>\$ 541,064</u>

West Central Services, Inc.
 d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
 For the Year Ended June 30, 2020

Draft

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) from BBH End of Year
Contract Year, June 30, 2020	<u>\$ 26,073</u>	<u>\$ 377,128</u>	<u>\$ (275,730)</u>	<u>\$ 127,471</u>

<u>Analysis of Receipts Date of Receipt Deposit Date</u>	<u>Amount</u>
10/02/19	\$ 7,323
10/02/19	18,750
10/18/19	14,646
10/18/19	37,500
11/15/19	7,323
11/15/19	18,750
12/26/19	7,323
12/26/19	18,750
01/21/20	7,323
01/21/20	18,750
02/26/20	7,323
02/26/20	18,750
03/19/20	10,000
05/18/20	14,646
05/18/20	42,500
05/29/20	7,323
05/29/20	18,750
	<u>\$ 275,730</u>

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

Draft

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Program Services Fees													
Net Client Fees	\$ 205,777	\$ -	\$ 205,777	\$ 76,155	\$ 3,044	\$ 49,492	\$ 24,490	\$ 745	\$ 4,074	\$ 31,682	\$ -	\$ 16,095	\$ 268,383
Medicaid	7,010,883	-	7,010,883	2,152,147	87,870	2,984,094	461,544	103,050	1,081,637	38,665	-	101,876	6,828,542
Medicare	395,290	-	395,290	275,568	-	80	27,792	16,881	3,939	48,831	-	22,199	259,338
Other Insurance	477,368	-	477,368	188,930	-	147,861	4,439	10,125	232	92,825	-	32,956	407,926
Public Support - Other													
Local/County Gov't	58,903	-	58,903	19,608	662	23,166	3,774	852	7,938	1,544	-	1,261	79,367
Donations/Contributions	855,962	-	855,962	272,853	9,300	328,557	52,728	13,237	111,385	44,152	-	23,752	222,066
Grants	497,339	-	497,339	158,602	5,371	190,928	30,636	7,709	64,654	25,663	-	13,776	483,227
Other Public Support	15,710	-	15,710	-	-	15,710	-	-	-	-	-	-	24,495
BBH													
Community Mental Health	377,128	-	377,128	12,650	1,000	14,250	245,350	97,878	2,500	1,500	-	2,000	321,876
Other BBH	560,284	-	560,284	48,321	-	15,627	29,870	167,111	-	16,786	-	282,549	596,044
Rental Incomes	160,027	-	160,027	4,871	-	-	-	-	155,156	-	-	-	152,606
Other Revenues	299,771	-	299,771	16,533	464	16,268	4,435	31,262	36,370	1,805	188,528	4,108	47,364
TOTAL PUBLIC SUPPORT AND REVENUES	\$10,914,422	\$ -	\$ 10,914,422	\$ 3,226,238	\$ 107,711	\$ 3,788,033	\$ 885,056	\$ 448,950	\$ 1,467,883	\$ 303,453	\$ 188,528	\$ 500,570	\$9,689,234

West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

Draft

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Personnel Costs:													
Salary & Wages	\$ 6,371,683	\$ 498,295	\$ 5,875,388	\$ 1,913,710	\$ 81,632	\$ 1,861,881	\$ 578,585	\$ 358,344	\$ 638,236	\$ 208,862	\$ 37,498	\$ 402,640	\$ 8,202,511
Employee Benefits	778,426	36,832	741,594	266,363	14,868	225,915	45,502	32,697	62,424	33,199	4,399	36,127	703,224
Payroll Taxes	432,124	33,652	398,472	130,878	5,887	115,774	23,084	24,920	44,084	22,097	2,385	29,603	438,769
Professional Fees:													
Professional Fees	260,973	30,385	230,588	135,577	1,418	47,240	11,342	4,253	15,872	5,671	745	8,470	282,222
Staff Devel. & Training:													
Staff Development	28,186	17,601	10,385	3,079	5	10	1,983	331	-	147	700	4,130	29,508
Occupancy Costs:													
Rent	809,885	19,500	780,385	221,840	7,038	194,493	54,081	19,778	124,794	31,177	102,145	35,023	872,012
Other Utilities	84,778	-	84,778	15,246	650	17,384	3,997	1,803	43,762	1,438	400	-	91,395
Maintenance and Repairs	59,072	335	58,737	5,016	256	8,240	1,315	738	42,352	280	145	395	97,735
Taxes	38,000	-	38,000	-	-	-	-	-	38,000	-	-	-	38,000
Other Occupancy Costs	246,297	-	246,297	83,451	925	83,206	18,808	2,698	34,090	18,405	549	4,165	182,692
Consumable Supplies:													
Office/Building/Household	50,048	10,907	39,139	11,233	482	8,417	3,104	1,408	11,923	1,058	877	659	61,914
Food	40,068	2,585	37,503	1,922	43	3,360	509	59	31,461	45	19	85	41,352
Equipment Rental	23,348	7,302	16,044	5,920	245	5,187	1,511	695	922	614	130	840	21,591
Equipment Maintenance	11,395	11,280	135	-	-	135	-	-	-	-	-	-	10,878
Depreciation	77,847	4,458	73,189	18,762	851	12,915	2,592	1,299	29,064	1,288	-	6,610	85,997
Advertising	20,078	-	20,078	6,358	182	7,742	1,453	545	1,998	727	-	1,073	21,209
Membership Dues	50,717	-	50,717	19,276	445	17,139	3,579	1,359	4,891	1,805	-	2,223	-
Telephone/Communications	71,551	11,560	59,991	13,083	770	16,830	5,294	10,228	8,271	1,681	303	3,433	65,078
Postage/Shipping	9,245	8,354	2,891	1,120	50	894	298	149	185	91	104	-	8,988
Transportation:													
Staff/Clients	101,338	5,697	95,639	32,371	185	25,115	22,605	4,490	3,589	1,582	2,687	3,015	118,539
Insurance:													
General/Liability	141,482	-	141,482	48,649	1,607	42,811	10,785	4,431	22,314	5,298	529	7,258	147,523
Interest Expense	955	-	955	334	10	316	76	29	105	38	-	48	17,799
Other Expenditures	298,478	55,309	241,169	92,401	2,157	78,138	17,017	9,035	30,410	8,373	68	5,572	335,563
TOTAL EXPENSES	10,001,728	750,212	9,251,516	3,044,389	119,584	2,571,021	805,480	477,385	1,184,747	343,880	153,861	551,369	9,872,295
Administrative Allocation	-	(750,212)	750,212	230,956	16,406	166,750	57,275	35,292	98,659	55,302	38,496	53,078	-
TOTAL PROGRAM EXPENSES	\$ 10,001,728	\$ -	\$ 10,001,728	\$ 3,275,345	\$ 135,990	\$ 2,737,771	\$ 862,755	\$ 512,677	\$ 1,283,406	\$ 399,182	\$ 180,157	\$ 604,445	\$ 9,872,295

ID Number	Photo	First Name	Last Name
1		Peter	Bleyler
2		Douglas	Williamson
3		Ann	Page
4		Sarah	Rutter
5		Sheila	Shulman
6		Brooke	Adler
7		Clinton	Bean
8		Kaitlyn	Covel
9		Kenneth	Dolkart
10		Kenneth	Goodrow
11		Robert	Hansen
12		Brian	Lombardo
13		Angela	Montano
14		Karen	Sanders
15		Phillip	Stocken
16		William C.	Torrey
17		Alan	Green
18		Roger	Osmun
19		Diane	Roston

Occupation	Employer	Election Date	Term Number
Retired, Consulting Actuary		06/23/14	2
Pediatrician	Alice Peck Day Memorial Hospital	02/01/17	1
Retired, Finance		02/13/15	2
Retired, Real Estate Broker	NA	09/04/18	1
Retired, Lawyer, Professor		08/22/16	1
Retired, Nurse Practitioner	NA	10/20/16	1
Retired, Real Estate Broker		08/25/14	2
VP Mortgage Support Manager	Mascoma Bank	09/20/19	1
Physician	Mt. Ascutney Health Center	09/30/19	1
Certified Public Accountant	Tyler, Simms & St. Sauveur	03/25/19	1
Professor	Tuck School of Business, Dartmouth College	08/01/20	1
Physician	Alice Peck Day Memorial Hospital	09/30/19	1
Peer Support Specialist	West Central Behavioral Health	11/15/16	1
Retired	NA	07/22/19	1
Associate Dean	Tuck School of Business, Dartmouth College	09/26/11	3
Psychiatrist/Vice Chair Clinical Services	Department of Psychiatry/DHMC	09/04/18	1
Chairman, Department of Psychiatry	Geisel School of Medicine at Dartmouth	NA	
President/CEO	West Central Behavioral Health	NA	
Medical Director	West Central Behavioral Health	NA	

Term Expiration	Committee	Committee 2
06/22/20	Governance Committee	Development & Community Relations
01/31/20	Development and Community Relations Committee	
02/12/21	Finance Committee	
09/03/21	Quality Improvement Committee	
08/21/19	Governance Committee	
10/19/19	Governance Committee	
08/24/20	Quality Improvement Committee	
09/29/22	Development and Community Relations Committee	
09/29/22	Quality Improvement Committee	
03/24/22	Finance Committee	
07/31/23	Finance Committee	
09/29/22	Quality Improvement Committee	
11/14/19	Quality Improvement Committee	
07/21/22	Governance Committee	
09/25/20	Finance Committee	
09/03/21	Quality Improvement Committee	
	None	
	All	
	Quality Improvement Committee	

Committee Position	Assistant	Assistant Email	Assistant Telephone #
Member			
Chair			
Chair			
Member			
Chair			
Member			
Chair			
Member			
Member			
Member			
Member			
Member			
Member			
Member	Jessica Osgood	jessica.a.osgood@tuck.dartmouth.edu	603-646-0165
Member	Maureen Ostertag	maureen.m.ostertag@hitchcock.org	603-650-6188
NA	Danillie Mars	danillie.l.mars@hitchcock.org	603-650-7549
Member	Kathy Moore	kmoore@wcbh.org	603-448-0126
Member			

Crystal Small

Relocating from Middletown , Rhode Island to middle and southern New Hampshire.
Willing to relocate: Anywhere
Authorized to work in the US for any employer

WORK EXPERIENCE

Mental Health Worker, adult psychiatric treatment

Lifespan , Newport Hospital - Newport, RI - November 2013 to Present

Adult psych, therapy groups , safety , constant observations, crisis intervention , drug detox, poly substance abuse , behavioral therapy

CNA

Grand Islander - Middletown, RI - July 2010 to November 2013

Adls, groups , Geri-psych , Alzheimer's and dementia certified.

EDUCATION

BA in Hospitality

Johnson & Wales University - Providence, RI

1997 to 2001

SKILLS

Lifelinks, Epic (3 years)

CERTIFICATIONS

Geriatric Alzheimer's and dementia

Certified in the care of Alzheimer's and dementia patients

Alzheimer's and Dementia

July 2010 to Present

Certified in state of RI to care for patients/ residents who have Alzheimer's and dementia

Jessica Clow

Homeless Intervention and Prevention Specialist - Tri County Community Action Program

Charlestown, NH

jessdfacts1970@yahoo.com

(603)558-7106

1. Dependable and hardworking; gets along well with colleagues
2. Creative and flexible in organizing and planning
3. Ten years+ experience in Developmental Services
4. Five years+ experience in the medical field
5. Decision maker; well organized, resourceful, and able to work independently and within team.
6. Excellent verbal and written communication skills

Authorized to work in the US for any employer

Work Experience

Homeless Intervention and Prevention Specialist

TRI COUNTY COMMUNITY ACTION - Lebanon, NH

September 2018 to Present

provide support in obtaining essential services within the community such as food stamps, mental health referrals, Medicaid, transportation, and disability services.

- Serve as an advocate for members by acting as a liaison between them and community programs, and social services.
- Conduct HMIS assessments.
- Provide unsheltered households with support in obtaining basics such as housing, healthcare, and education.
- Create and implement outreach strategies to ensure the success of the program.
- Serve as an emotional support system by providing engagement and case management to the unsheltered in the community.
- Determine type and availability of resources needed to meet individual needs of members.
- Utilize coordinated entry system as well as mainstream resources to obtain permanent housing whenever possible.
- Obtain SOAR certification to assist with obtaining disability and benefits for those who are unsheltered and qualify.
- Attend scheduled monthly and quarterly Coordinated Entry/Homeless Providers/PATH meetings and other meetings to stay up to date on current trends and regulations as requested by supervisor;
- Work closely with various local town and city welfare offices and human services agencies as needed.

Quality Assurance Manager

PathWays of the River Valley - Lebanon, NH

2015 to Present

Ensuring dignity, personal rights, health and safety of the individuals, advocating and supporting individuals with developmental disabilities and related conditions. Managing 1 licensed residential facility, numerous home providers, and a community outreach program; Managing staff, annual

reviews, developing and coordinate all staff scheduling, supervisions, scheduling and managing all medical appointments, residential certifications, and residential licensing.

Service Coordinator, HCRS

Adult DS - Windsor, VT

2012 to 2016

Ensuring dignity, personal rights, health and safety of individuals. Advocating and supporting individuals with developing disabilities and related conditions. Planning community based training and supports according to individual needs.

Membership Specialist

CCBA - Lebanon, NH

2007 to 2016

Meet & Greet current and new members, promoting membership sales, and fitness classes, handling cash transactions, close the facility at the end of the night.

Senior Employment Training Specialist, HCRS

Adult DS - Hartford, VT

2006 to 2012

Person center planning, job development, career exploration, on the job training and follow up. Scheduling support staff, and building relationships with local businesses.

Public Affairs Officer

Civil Air Patrol - West Lebanon, NH

2004 to 2006

Duties varied from putting together the monthly Newsletter, setting up and organizing media events, public relations, recruiting, and other miscellaneous duties. Voted National Public Affairs Officer for 2004 & 2005.

Admissions Registrar/ER HUC/Registration Clerk at Partners Health

Valley Regional Hospital - Claremont, NH

2001 to 2006

Greeting patients as they come into the ER or Family Practice, checking in patients and looking up their medical records, contacting families and connecting with medical teams as needed, clerical assistant for medical providers, billing and medical coding, drawing labs as needed per request of the medical provider, providing 110% customer service, patient dignity, respect and privacy.

Hospital Unit Coordinator, Phlebotomist, Medical Coding and Billing.

Greeting patients as they come into the ER or Family Practice, checking in patients and looking up their medical records, contacting families and connecting with medical teams as needed, clerical assistant for medical providers, billing and medical coding, drawing labs as needed per request of the medical provider, providing 110% customer service, patient dignity, respect and privacy.

Education

Accounting

College Comp - Concord, NH

1997

B.S. in Behavioral Science

GRANITE STATE COLLEGE - Lebanon, NH

Medical Terminology

NH COMMUNITY TECHNICAL COLLEGE - Claremont, NH

Skills

Medical Terminology (6 years), Vocational Specialist (6 years), Case Management (5 years), Phlebotomy (2 years), Management Skills (10+ years), Scheduling (6 years), Administrative Skills (5 years), Switchboard (5 years), outlook, data entry, excel, retail sales, training, Organizational Skills, Documentation, Customer Service, Time Management, Filing

Awards

National Public Relations Officer for 2004 & 2005 for the Civil Air Patrol
2004

Certifications/Licenses

Provider Level CPR & First Aid, AED
December 2017

Jennifer McAllister

Work Experience

Bookkeeper

Roger's Fabricare, LLC - Windsor, VT
January 2014 to Present

- Maintains financial records and ensures accurate recordkeeping.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers, banking statements, and vendor statements.
- Facilitates human resources functions for employees.
- Manages accounts receivable process, including: data entry, monthly and weekly billing, collections.

Office Manager

Twin States Harley-Davidson - Lebanon, NH
October 2017 to April 2018

- Processes State Title Paperwork.
- On-site Events Coordinator: Install instore signage, plan and set-up instore Events.
- H.O.G. Chapter Manager: liaison between Chapter and dealership.

Controller

Granite State Harley-Davidson - Lebanon, NH
November 2014 to October 2017

- Maintains financial records and ensures accurate recordkeeping, month-end and year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers and banking statements, and vendor statements.
- Facilitates human resources functions for employees.
- Calculate and processes employee payroll for both hourly & salary employees, filing all required federal and state reports.
- Manages accounts receivable process, including: data entry, invoicing and collections.
- Process deals and State Title paperwork.
- Floor and payoff motorcycles.

Controller

Great Eastern Radio, LLC - West Lebanon, NH
January 2007 to May 2013

- Processes employee payroll for both hourly & salary employees.
- Facilitate successful account collection activities for past-due accounts.
- Maintains financial records and ensures accurate recordkeeping.
- Completes year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.

- Reconciles monthly payable ledgers and banking statements.
- Facilitates human resources functions for employees.
- General IT functions, including set up of employee email, PC and printer troubleshooting.

Operations Assistant

Asolo - Lebanon, NH

2005 to 2006

- Enters accounts payable.
- Assists customer service as needed.
- Assists with warehouse and inventory control.
- Reconciles monthly bank statements.

Assistant Business Manager

Vox Radio Group, LP - Claremont, NH

2000 to 2005

- Processes employee payroll for both hourly & salary employees.
- Facilitate successful account collection activities for past-due accounts.
- Maintains financial records and ensures accurate recordkeeping.
- Completes year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers and banking statements.
- Facilitates human resources functions for employees.
- Assists traffic department as needed with radio broadcasting programming.
- Draft annual music licensing reports.

Dartmouth College - Hanover, NH

1998 to 2000

Payroll Assistant

Payroll Office

1998 to 2000

- Completed payroll tasks; processed timesheets, maintenance requests, and other related activities.
- Handled sensitive and confidential records with appropriateness.
- Completed special projects in support of daily workflow.
- Processed abandoned property, reducing the total value from \$20,000 to \$1,800.
- Researched employee biographical data and ensured accuracy of data.

Customer Service

Telephone Services

1998 to 1998

- Implemented new merchant services payment system.
- Processed billing and payment transactions.
- Ensured successful set-up of new telephone services.
- Served as a trouble-shooter to rectify and resolve technical problems.

Education

Certificate

Electrology Institute of New England - Tewksbury, MA

July 2014

Bachelors of Science in Management in Accounting

Keene State College - Keene, NH

2004

Skills

PEACHTREE, QUICKBOOKS, EXCEL, MICROSOFT OFFICE, OUTLOOK, Accounts Payable, Bookkeeping

Certifications/Licenses

Customer Service Skills assessment - Expert

October 2018

Indeed Assessments™ evaluation completed with Expert rating.

View my results:

https://share.indeedassessments.com/share_assignment/ry8j94rp-n5i5v-l

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Computer Skills

- Financial software: Peachtree, QuickBooks
- Word processing software: Microsoft Office Suite (Word, Excel, Outlook, & PowerPoint).

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer McAllister	Accounting Manager	\$52,500	9.77	\$5,129
Crystal Robberson	Administrative Coordinator	\$48,487	10.00	\$4,849
Jessica Clow	Bridges Program Specialist	\$45,510	100.00	\$45,510



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14
MAC

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an 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.

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

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

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers
Commissioner

Financial Details

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Financial Details

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

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

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

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-02)

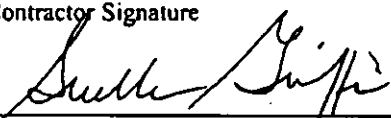
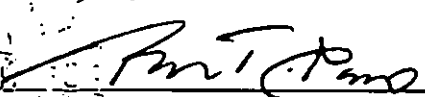
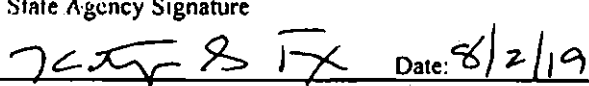
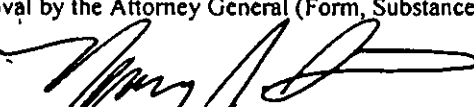
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Natahn D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of New Hampshire, County of Grafton On July 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace ROBERT T. GONYO, Notary Public State of New Hampshire My Commission Expires August 2, 2022			
1.14 State Agency Signature 		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 JS
Date 7/24/19

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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



**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.



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

Exhibit A

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



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

Exhibit A

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



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

Exhibit A

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

3. Staffing

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

4. Reporting

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

AS

7/24/19



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

Exhibit A

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

5. Performance Measures

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

JS

7/24/19



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

Exhibit A

- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



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

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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

Exhibit B

Contractor Initials JS

Date 7/24/19



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

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

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

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
TOTAL	\$ 60,789	\$ 7,292	\$ 68,081	\$ -	\$ -	\$ -	\$ 60,789	\$ 7,292	\$ 68,081

Indirect As A Percent of Direct

12.0%

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services									
Contractor name West Central Services, Inc. dba West Central Behavioral Health									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by: DHHS/Contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980	\$ -	\$ 980.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
TOTAL	\$ 81,017	\$ 9,722	\$ 90,739	\$ -	\$ -	\$ -	\$ 81,017	\$ 9,722	\$ 90,739

Indirect As A Percent of Direct

12.0%

Contractor Initials *SY*
 Date 7/24/19

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



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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

Date



**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.

Exhibit C - Special Provisions

Contractor Initials *SS*

Date 7/24/19



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

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

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

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

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

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

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



**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

SH
7/24/19



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

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

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

20. Contract Definitions:

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



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

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

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

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

2. Renewal

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



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

Vendor Initials SG
Date 7/24/19



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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



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 (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

Vendor Initials SG
Date 7/24/19



**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

SY

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

7/24/19



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:

7/24/19
Date

Sueken Griffin
Name: Sueken Griffin
Title: President/CEO

Exhibit G

Vendor Initials SG

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 H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: president/CEO

Vendor Initials SG
Date 7/24/19



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

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Date 7/24/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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



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

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Vendor Initials *dy*

Date 7/24/19



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/2/19
Date

West Central Behavioral Health
Name of the Vendor

Suellen Griffin
Signature of Authorized Representative

Suellen Griffin
Name of Authorized Representative

President / CEO
Title of Authorized Representative

7/24/19
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

Vendor Initials SG
Date 7/24/19



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 15-088-3423
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Vendor Initials SY
Date 7/24/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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7/24/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

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

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

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

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



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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

[Handwritten initials]

7/24/19



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

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

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 40 Beacon St. East, Laconia, NH 03246.

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,795,630.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.5. to read:
 - 1.5. The Contractor shall provide Housing Bridge Subsidy Program (HBSP) services in accordance with NH Administrative Rule He M 406.
3. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors for individuals approved into the HBSP program by the Department.
4. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, by adding Subsection 1.7. to read:
 - 1.7. The Contractor shall provide a maximum of twenty five (25) housing vouchers for individuals approved into the Integrative Housing Voucher Program (IHVP) who may be transferring from a local prison system or transitional housing services program.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.



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

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

- 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units within the amount as listed within the Payment Standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.
 - 2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.
 - 2.2.5. Assisting individuals with contacting potential landlords.
 - 2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
 - 2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.
 - 2.2.8. Ensuring individuals understand fair housing laws.
 - 2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Security utilities.
 - 2.2.9.3. Obtaining furniture.
 - 2.2.9.4. Purchasing groceries.
 - 2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan.
 - 2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.3. to read:

- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
 - 2.3.1. Providing housing case management services for any individual who ~~does not~~



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

otherwise have a case manager.

- 2.3.2. Assistance with annual revisions to housing and support plans, or more frequently as needed.
- 2.3.3. Assistance with identifying and securing resources within the community, which may include, but is not limited to:
 - 2.3.3.1. Peer support agencies.
 - 2.3.3.2. Faith-based groups.
 - 2.3.3.3. Transportation services.
 - 2.3.3.4. Primary care services.
 - 2.3.3.5. Homemaker/personal care services.
 - 2.3.3.6. Legal aid.

8. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6. to read:

- 2.6. The Contractor shall continue to administer services for all individuals currently residing in voucher-supported program housing. The Contractor shall:
 - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
 - 2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income limits as documented by HUD.
 - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
 - 2.6.4. Complete and document initial and annual inspections of each individual's rental unit, utilizing the inspection form provided by the Department.
 - 2.6.5. Be the point of contact for landlords, and document interventions provided as a result of being the point of contact.
 - 2.6.6. Ensure timely voucher payments to landlords.

9. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.9. to read:

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

10. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.10. to read:

- 2.10. The Contractor shall ensure all complaints regarding program services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
 - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
 - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
 - 2.10.3. The complainant is notified, in writing, of the finding.
 - 2.10.4. All identities of any complainants are kept confidential.
 - 2.10.5. Complainants are aware of the Contractor's process to request an appeal of



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

findings.

- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 11. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding the following after subsection 2.11:
 - 2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
 - 2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:
 - 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
 - 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
 - 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.
 - 2.14. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services described in 2.1.1 through 2.1.3, in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial referral for services.
 - 2.15. The Contractor shall develop IHVP individualized housing plans which include but are not limited to services described in Subparagraphs 2.1.3.1 and 2.1.3.2.
 - 2.16. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The services shall include, but are not limited to services described in Subsections 2.2.1 through 2.2.11.
- 12. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.1. to read:
 - 3.1. The Contractor shall ensure sufficient staffing is available to provide voucher program housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 13. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.2, Paragraph 3.2.3. to read:
 - 3.2.3. All staffing and volunteers participate in any and all trainings conducted by either NHHFA or the Department.
- 14. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1. to read:
 - 4.1 The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
 - 4.1.1. Barriers experienced by individuals waiting to occupy voucher supported housing.
 - 4.1.2. Barriers experienced by the Contractor.
 - 4.1.3. Resolutions of barriers experienced.
 - 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 15. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2. to read:
 - 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
 - 4.2.1. The amount of funds expended and the balance of funds remaining for ^{DS}Program



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

specific services.

- 4.2.2. The last name, address, total rent, and program voucher payment amount for each rental payment made.
- 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
- 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

16. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.4. to read:

- 4.4. The Contractor shall provide individual specific program data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
 - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services the program participants received from the Contractor.

17. Modify Exhibit A, Scope of Services, Section 5, Reporting, Subsection 5.2. to read:

- 5.2. The performance measures will be designated to evaluate:
 - 5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.
 - 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
 - 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.
 - 5.2.4. Percent of complaints regarding program services that are investigated and closed within fifteen (15) days of receipt of the complaint.
 - 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in the program.

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

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

19. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1. to



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

read:

- 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.
20. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.
21. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



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

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

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

State of New Hampshire
Department of Health and Human Services

10/16/2020

Date

DocuSigned by:
Katja Fox
ED9D05B04C83442
Name: Katja Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

10/13/2020

Date

DocuSigned by:
Margaret Pritchard
3F04E7989C85484
Name: Margaret Pritchard
Title: Chief Executive officer



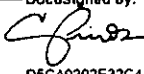
**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

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

OFFICE OF THE ATTORNEY GENERAL

10/19/2020

Date

DocuSigned by:

D5CA9202E32C4AF

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name The Lakes Region Mental Health Center, Inc.
 DBA Genesis Behavioral Health
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

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

Indirect As A Percent of Direct

12.0%

Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc.
 DBA Genesis Behavioral Health
 Budget Request for: Integrative Housing Voucher Program
 Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
2. Employee Benefits	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960.00	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 625.00	\$ -	\$ 625.00	\$ -	\$ -	\$ -	\$ 625.00	\$ -	\$ 625.00
Client Funds	\$ 6,250.00	\$ -	\$ 6,250.00	\$ -	\$ -	\$ -	\$ 6,250.00	\$ -	\$ 6,250.00
Rental Vouchers	\$ 214,500.00	\$ -	\$ 214,500.00	\$ -	\$ -	\$ -	\$ 214,500.00	\$ -	\$ 214,500.00
14. Admin	\$ -	\$ 36,977	\$ 36,977	\$ -	\$ -	\$ -	\$ -	\$ 36,977	\$ 36,977
TOTAL	\$ 308,145	\$ 36,977	\$ 345,122	\$ -	\$ -	\$ -	\$ 308,145	\$ 36,977	\$ 345,122

Indirect As A Percent of Direct

12.0%

DS
 MP

State of New Hampshire

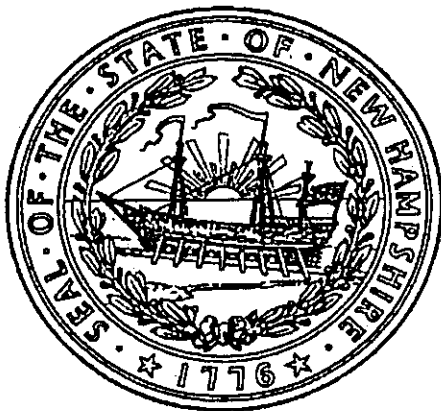
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64124

Certificate Number: 0004904592



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Matthew Soza, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Lakes Region Mental Health Center, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 13, 2020;
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of October, 2020.
(Date Contract Signed)

4. Margaret M. Pritchard is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Matthew Soza
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 13 day of October, 2020.

By Matthew Soza
(Name of Elected Officer of the Agency)

Dawn H Lacroix
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DAWN H. LACROIX
Notary Public - New Hampshire
~~My Commission Expires March 22, 2022~~



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2020

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

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

PRODUCER MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Jeffrey Morrisette PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777 E-MAIL ADDRESS: certificates@mtminsure.com																					
INSURED The Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia NH 03246	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>ACE AMERICAN INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>AIM Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE AMERICAN INSURANCE COMPANY		INSURER B:	AIM Mutual Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	AIM Mutual Insurance Company																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 2020 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	06/26/2020	06/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TBD	06/26/2020	06/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TBD	06/26/2020	06/26/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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/A	ECC-600-4000907-2020A	06/26/2020	06/26/2021	<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			TBD	06/26/2020	06/26/2021	Occurrence per incident 5,000,000 Aggregate Limit 7,000,000 Retro Date 6/26/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

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



Lakes Region Mental Health Center

Our Mission:

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our communities.

Our Vision:

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

Our Values:

- | | |
|---------------------|--|
| R espect | We conduct our business and provide services with respect and professionalism. |
| A dvocacy | We advocate for those we serve through enhanced collaborations, community relations and political actions. |
| I ntegrity | We work with integrity and transparency, setting a moral compass for the agency. |
| S tewardship | We are effective stewards of our resources for our clients and our agency's health. |
| E xcellence | We are committed to excellence in all programming and services. |

(Revised & Approved by the Board of Directors, 9/15/2015)

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

The Lakes Region Mental Health Center, Inc.

TABLE OF CONTENTS

June 30, 2020

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Statement of Functional Public Support and Revenues	15
Statement of Functional Expenses	16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise of the statement of financial position as of June 30, 2020, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 13-16 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 30, 2020

The Lakes Region Mental Health Center, Inc.

STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

CURRENT ASSETS

Cash	\$ 4,270,465
Investments	1,730,350
Accounts receivable (net of \$1,676,000 allowance)	980,344
Prepaid expenses and other current assets	<u>56,457</u>

TOTAL CURRENT ASSETS	<u>7,037,616</u>
----------------------	------------------

PROPERTY AND EQUIPMENT - NET

<u>5,695,451</u>

TOTAL ASSETS

<u>\$ 12,733,067</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 151,612
Current portion long-term debt	869,890
Accrued payroll and related	721,472
Deferred income	336,652
Accrued vacation	394,151
Accrued expenses	<u>62,791</u>

TOTAL CURRENT LIABILITIES

<u>2,536,568</u>

LONG-TERM DEBT, less current portion

Notes and Bonds Payable	5,255,763
Less: unamortized debt issuance costs	<u>(86,992)</u>

TOTAL LONG-TERM LIABILITIES

<u>5,168,771</u>

TOTAL LIABILITIES

<u>7,705,339</u>

NET ASSETS

Net assets without donor restrictions	<u>5,027,728</u>
---------------------------------------	------------------

TOTAL LIABILITIES AND NET ASSETS

<u>\$ 12,733,067</u>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 For the Year Ended June 30, 2020

	<u>Net Assets without Donor Restrictions</u>
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	\$ 375,343
State of New Hampshire - BBH	710,479
Other public support	<u>294,591</u>
Total Public Support	<u>1,380,413</u>
Revenues -	
Program service fees	12,694,063
Rental income	85,938
Other revenue	<u>492,378</u>
Total Revenues	<u>13,272,379</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>14,652,792</u>
EXPENSES	
BBH funded program services -	
Children Services	2,854,685
Multi-service	6,216,852
ACT	1,243,654
Emergency Services	1,157,090
Housing Services	876,871
Non-Eligible	481,365
Non-BBH funded program services	<u>1,338,732</u>
TOTAL EXPENSES	<u>14,169,249</u>
INCREASE IN NET ASSETS FROM OPERATIONS	<u>483,543</u>
OTHER INCOME	
Gain on sale of fixed asset	212,252
Investment income	<u>56,651</u>
TOTAL OTHER INCOME	<u>268,903</u>
TOTAL INCREASE IN NET ASSETS	752,446
NET ASSETS, beginning	<u>4,275,282</u>
NET ASSETS, ending	<u>\$ 5,027,728</u>

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 752,446
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	302,827
Gain on sale of asset	(212,252)
Unrealized loss on investments	56,102
(Increase) decrease in:	
Accounts receivable	264,679
Prepaid expenses	87,127
Increase (decrease) in:	
Accounts payable & accrued liabilities	134,169
Deferred income	<u>236,617</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES 1,621,715

CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from sale of assets	290,940
Purchases of property and equipment	(201,616)
Net investment activity	<u>(110,252)</u>

NET CASH (USED) BY INVESTING ACTIVITIES (20,928)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from issuance of debt	1,687,500
Principal payments on long-term debt	<u>(103,988)</u>

NET CASH PROVIDED BY FINANCING ACTIVITIES 1,583,512

NET INCREASE IN CASH 3,184,299

CASH AT BEGINNING OF YEAR 1,086,166

CASH AT END OF YEAR \$ 4,270,465

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	<u>\$ 126,950</u>
Fixed Assets Acquired through Acquisition of Long-Term Debt	<u>\$ 249,537</u>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Estimates

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

Depreciation

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

State Grants

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

Vacation Pay and Fringe Benefits

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

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$11,519,963, of which \$11,370,140 was revenue from third-party payers and \$149,823 was revenue from self-pay clients.

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Basis for Presentation

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

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

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

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

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The allowance for doubtful accounts was \$1,676,000 and \$906,500 for the years ended June 30, 2020 and 2019. Total patient accounts receivable increased to \$2,135,814 as of June 30, 2020 from \$1,871,450 at June 30, 2019. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 48% to 78% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were \$92,537 at June 30, 2020 and consisted of \$56,863 for recruitment and \$35,674 for agency advertising.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

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

Approximately 81% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2020. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 14 regarding MOE being waived for the entire year ended June 30, 2020.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$2,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements	\$ 107,600
Buildings and improvements	5,911,379
Computer equipment	1,097,638
Furniture, fixtures and equipment	657,701
Vehicles	139,738
Artwork	26,925
Construction in progress	<u>380,755</u>
	8,321,736
Accumulated depreciation	<u>(2,626,285)</u>
NET BOOK VALUE	<u>\$ 5,695,451</u>

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 155,294
Receivable from insurance companies	695,944
Medicaid receivables	955,885
Medicare receivables	<u>328,691</u>
	2,135,814
Allowance for doubtful accounts	<u>(1,676,000)</u>
Total Receivable - Trade	<u>459,814</u>

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	11,482
HUD	8,103
State of New Hampshire - Surge Center	140,500
LTCS	85,500
BBH - Bureau of Behavioral Health	23,130
Lakes Region Healthcare	56,234
MCO Directed Payments	125,224
Other Grants and Contracts	<u>70,357</u>
Total Receivable - Other	<u>520,530</u>

TOTAL ACCOUNTS RECEIVABLE \$ 980,344

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 5 LINE OF CREDIT

As of June 30, 2020, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2021.

NOTE 6 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2020 for each of the next four years and in the aggregate are:

<u>June 30,</u>	<u>Amount</u>
2021	\$ 64,329
2022	41,127
2023	41,127
2024	41,127

Total rent expense for the year ended June 30, 2020, including rent expense for leases with a remaining term of one year or less was \$132,727.

NOTE 7 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2020 the total contributions into the plan were \$116,449. Total administrative fees paid into the plan for the year ended June 30, 2020 were \$13,679.

NOTE 8 LONG-TERM DEBT

As of June 30, 2020, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of \$19,288 (principal and interest) beginning in June 2019. Secured by building through June, 2047.	\$4,188,616
4.45% note payable - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of \$993 (principal and interest). Secured by building through November, 2030.	96,000

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 LONG-TERM DEBT (continued)

4.45% construction loan - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of \$3,247 (principal and interest). As of June 30, 2020 there is \$390,463 remaining to be drawn on this note for a total available of \$544,000. Secured by building through November, 2040.	153,537
1.0% PPP loan payable - Meredith Village Savings Bank. Interest accrued April 2020 - November 2020 then monthly installments of \$94,494 (principal and interest). Due April, 2022.	<u>1,687,500</u>
Less: Current Portion	<u>6,125,653</u> <u>(869,890)</u>
Total long-term debt	5,255,763
Less: Unamortized debt issuance costs	<u>(86,992)</u>
Total Long-Term Debt net with Related Costs	<u>\$5,168,771</u>

Expected maturities for the next five years are as follows:

<u>Year Ending June 30,</u>	
2021	\$ 869,890
2022	1,078,142
2023	142,053
2024	146,742
2025	151,591
Thereafter	<u>3,737,235</u>
	<u>\$ 6,125,653</u>

NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2020, the status of these funds were as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market</u>
Large Blend	\$ 422,561	\$ 227,126	\$ 649,687
Health	299,533	57,198	356,731
Large Growth	171,958	2,692	174,650
Mid-Cap Value	195,186	128,009	323,195
Short-Term Bond	<u>226,503</u>	<u>(416)</u>	<u>226,087</u>
	<u>\$ 1,315,741</u>	<u>\$ 414,609</u>	<u>\$ 1,730,350</u>

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$ 31,631
Realized Gains	81,122
Unrealized Losses	<u>(56,102)</u>
	<u>\$ 56,651</u>

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2020, the carrying amount of the cash deposits is \$4,270,465 and the bank balance totaled \$4,293,673. Of the bank balance, \$379,728 was insured by Federal Deposit Insurance and \$3,913,945 was offset by debt.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2020 is as follows:

Due from clients	7 %
Insurance companies	33
Medicaid	45
Medicare	<u>15</u>
	<u>100 %</u>

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures:

Cash	\$ 4,270,465
Investments	1,730,350
Accounts receivable	<u>980,344</u>
	<u>\$ 6,981,159</u>

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

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

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 14 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 30, 2020 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2020, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 140,436	\$ 1,484,529	\$ (1,334,706)	\$ (134,965)	\$ 155,294
BLUE CROSS / BLUE SHIELD	158,683	718,911	(472,092)	(128,166)	277,336
MEDICAID	990,582	15,284,197	(4,940,903)	(10,377,991)	955,885
MEDICARE	245,808	1,401,219	(903,131)	(415,205)	328,691
OTHER INSURANCE	335,941	1,022,650	(740,711)	(199,272)	418,608
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(906,500)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,676,000)</u>
TOTAL	<u>\$ 964,950</u>	<u>\$ 19,911,506</u>	<u>\$ (8,391,543)</u>	<u>\$ (11,255,599)</u>	<u>\$ 459,814</u>

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2020	<u>\$ 81,102</u>	<u>\$ 392,488</u>	<u>\$ (450,460)</u>	<u>\$ 23,130</u>

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/25/19	\$ 80,898
07/31/19	8,478
09/04/19	310
09/06/19	57,050
09/10/19	7,848
09/23/19	31,917
09/26/19	7,848
10/02/19	12,826
10/11/19	148
10/31/19	73,989
11/01/19	923
11/05/19	26,920
11/07/19	7,848
11/29/19	7,562
12/10/19	61,338
12/24/19	7,511
01/16/20	47,939
01/09/20	10,279
01/24/20	9,441
01/28/20	228
01/29/20	7,552
02/03/20	4,029
02/14/20	12,604
02/26/20	7,848
03/02/20	10,824
03/04/20	7,559
03/19/20	7,848
03/25/20	10,016
04/01/20	4,739
04/03/20	5,000
04/20/20	11,656
04/30/20	8,043
05/04/20	15,082
05/07/20	500
05/21/20	7,538
05/28/20	16,534
06/15/20	5,761
06/22/20	7,848
06/25/20	9,032
06/29/20	7,848
Less: Federal Monies	<u>(178,702)</u>
	<u>\$ 450,460</u>

The Lakes Region Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath		
Program Service Fees:											
Net Client Fee	\$ 149,823	\$ -	\$ 149,823	\$ 33,548	\$ 57,703	\$ 22,240	\$ (9,003)	\$ -	\$ -	\$ 45,360	\$ (25)
Blue Cross/Blue Shield	246,819	-	246,819	96,728	74,780	2,449	27,549	-	-	45,313	-
Medicaid	10,343,294	-	10,343,294	3,155,219	6,170,340	629,302	301,842	-	-	86,591	-
Medicare	498,088	-	498,088	-	444,131	24,710	(1,872)	-	-	31,119	-
Other Insurance	281,939	-	281,939	86,081	109,757	8,481	7,172	-	-	70,448	-
Program Sales:											
Service	1,174,100	-	1,174,100	71,509	93,685	-	8,855	-	-	5,421	994,630
Public Support - Other:											
United Way	525	525	-	-	-	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	51,458	49,470	1,988	-	788	-	-	100	100	-	1,000
Other Public Support	101,638	69,104	32,534	6,237	5,547	250	225	50	75	20,075	75
Federal Funding:											
HUD Grant	142,876	-	142,876	-	-	-	-	43,041	99,835	-	-
Other Federal Grants	232,467	53,851	178,616	-	-	-	-	-	-	-	178,616
Rental Income	85,938	1,578	84,360	1,578	1,916	282	-	36,513	43,789	-	282
DBH & DS:											
Community Mental Health	710,331	317,991	392,340	5,294	67,876	225,000	94,170	-	-	-	-
DCYF	148	-	148	148	-	-	-	-	-	-	-
Interest Income	408	408	-	-	-	-	-	-	-	-	-
Other Revenues	491,970	255,860	236,110	4,194	52,531	85	58	2,761	8,307	405	167,769
Administration	14,652,792	748,787	13,904,005	3,460,536	7,079,054	912,799	546,966	82,465	152,106	327,732	1,342,347
	-	(748,787)	748,787	186,365	381,236	49,158	29,456	4,441	8,191	17,649	72,291
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 14,652,792	\$ -	\$ 14,652,792	\$ 3,646,901	\$ 7,460,290	\$ 961,957	\$ 576,422	\$ 86,906	\$ 160,297	\$ 345,381	\$ 1,414,638

The Lakes Region Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020

	Total		Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non-Eligible	Non BBH Funded Programs
	Agency	Administration						Apts. S.L. Summer	Apts. S.L. McGrath		
Personnel Costs:											
Salary and wages	\$ 8,947,194	\$ 713,597	\$ 8,233,597	\$ 1,574,505	\$ 3,622,143	\$ 791,478	\$ 748,757	\$ 173,489	\$ 196,451	\$ 308,877	\$ 819,897
Employee benefits	1,883,183	125,387	1,757,796	405,044	884,543	127,202	130,730	43,584	43,532	60,655	62,506
Payroll Taxes	843,133	64,941	578,192	119,250	253,350	52,980	54,880	12,594	14,335	22,795	48,008
Substitute Staff	168,153	126	168,027	502	69,739	18,188	22,617	42	63	63	56,813
PROFESSIONAL FEES AND CONSULTANTS:											
Accounting/audit fees	65,617	65,617	-	-	-	-	-	-	-	-	-
Legal fees	25,335	25,335	-	-	-	-	-	-	-	-	-
Other professional fees	300,180	79,782	220,398	8,617	14,616	3,256	2,931	70,262	70,160	977	49,579
Staff Devel. & Training:											
Journals & publications	1,909	118	1,791	346	1,132	98	81	19	29	35	51
In-Service training	4,574	2,509	2,065	485	1,021	186	167	38	56	56	56
Conferences & conventions	55,776	10,894	44,882	6,471	29,853	2,112	2,234	928	993	607	1,684
Other staff development	32,163	3,242	28,921	3,315	18,952	(168)	4,721	274	312	846	669
Occupancy costs:											
Rent	90,408	3,925	86,483	35,706	37,330	812	722	180	271	3,391	8,071
Mortgage (Interest)	126,857	27,617	99,240	38,593	46,863	6,892	-	-	-	-	6,892
Heating Costs	27,217	2,807	24,410	4,974	5,728	484	192	6,491	5,188	341	1,014
Other Utilities	72,355	10,463	61,892	14,732	16,616	1,570	-	11,793	13,678	552	2,951
Maintenance & repairs	171,745	38,018	133,727	43,441	50,616	7,088	1,024	13,008	10,020	999	7,531
Taxes	7,108	7,108	-	-	-	-	-	-	-	-	-
Consumable Supplies:											
Office	29,770	7,063	22,707	7,046	9,573	1,521	1,173	978	312	852	1,252
Building/household	35,152	14,846	20,306	4,359	7,139	1,449	1,180	699	4,413	465	602
Medical	17,689	5,814	11,875	268	2,387	101	90	22	33	33	8,941
Other	146,645	8,579	138,066	35,186	61,324	13,237	11,786	2,904	4,356	4,357	4,916
Depreciation-Equipment	96,093	3,595	92,498	21,369	41,093	9,782	9,220	2,305	3,292	3,126	2,311
Depreciation-Building	206,734	49,428	157,306	45,533	55,194	8,051	-	13,690	26,641	42	8,155
Equipment rental	32,736	6,377	26,359	8,659	12,145	2,144	1,014	254	380	380	1,383
Equipment maintenance	18,408	1,079	17,329	4,262	7,176	1,496	1,860	318	603	1,057	557
Advertising	92,537	2,851	89,686	11,537	20,104	4,287	3,811	952	1,428	1,438	46,129
Printing	1,972	1,902	70	-	70	-	-	-	-	-	-
Telephone/communications	273,070	35,923	237,147	71,527	90,970	12,050	25,171	10,966	2,400	10,899	13,164
Postage/shipping	14,529	1,112	13,417	3,642	5,974	1,166	1,037	259	389	438	512
Transportation:											
Staff	194,483	2,810	191,673	41,927	107,327	33,425	1,630	1,483	1,575	3,234	1,072
Clients	13,111	-	13,111	-	13,111	-	-	-	-	-	-
Assist to Individuals:											
Client services	26,243	-	26,243	10,281	14,105	82	-	649	1,126	-	-
Insurance:											
Malpractice/bonding	66,118	16,654	49,464	12,629	22,100	4,736	4,210	1,052	1,579	1,579	1,579
Vehicles	5,271	-	5,271	355	4,507	136	123	27	41	41	41
Comp. Property/liability	34,767	9,755	25,012	7,086	10,012	1,717	1,164	1,587	1,678	623	1,145
Membership Dues	36,807	1,088	35,719	30	53	11	10	3	4	4	35,604
Other Expenditures	204,207	184,247	19,960	3,830	6,668	1,390	1,236	3,550	2,185	468	655
	14,169,249	1,534,609	12,634,640	2,545,507	5,543,532	1,108,959	1,031,771	374,400	407,501	429,230	1,193,740
Admin. Allocation	-	(1,534,609)	1,534,609	309,178	673,320	134,695	125,319	45,475	49,495	52,135	144,992
TOTAL PROGRAM EXPENSES	\$ 14,169,249	\$ -	\$ 14,169,249	\$ 2,854,685	\$ 6,216,852	\$ 1,243,654	\$ 1,157,090	\$ 419,875	\$ 456,996	\$ 481,365	\$ 1,338,732

Lakes Region Mental Health Center, Inc.

Board of Directors Listing

September, 2020

Maggie Pritchard Cell 630-7175 - Dawn Lacroix 524-1100 Ext. 132

Position	First Name	Last Name	Address	City	State	Zip Code	Phone #	Email Address	Joined Board	Term # End Date	Committee Assignments
President	Jannine	Sutcliffe	124 Deerwood Road	Holderness	NH	03245	279-4422 (H)	janninesutcliffe@gmail.com	2011	3, October 2020	Executive, Development
Vice President	Gail	Mears	34 Stonehouse Road	Holderness	NH	03245		gmears@tril.plymouth.edu	2019	2, October 2022	Executive, Governance (Chair)
Co-Treasurer	Ed	McFarland	50 Blueberry Lane Unit #5	Laconia	NH	03246	528-4283 (H)	mcfarland35@metrocast.net	2017	1, October 2020	Finance (Co-Chair)
Co-Treasurer	Matt	Soza	19 Bowman Street Apt #4/P.O. Box 6322	Laconia	NH	03247	998-5549 (Cell)	soza_matthew@yahoo.com	2011	3, October 2020	Finance (Co-Chair), Development, QI, Governance
Secretary	Susan	Stearns	57 Morrison Road	Sanbornton	NH	03269	738-5843 (Cell)	stearns@naminh.org	2017	1, October 2020	Executive, Governance, Development (Chair)
Member at Large	William	Bolton	167 Reservoir Road	Plymouth	NH	03264	236-1812 (Cell)	wbolton@live.com	2020	1, July 2023	Development
Member at Large	Marsha	Bourdon	61 Hayes Road	Laconia	NH	03246	366-5206 (W) 630-0096 (Cell)	MBourdon@ccsnh.edu MBourdon10@gmail.com	2018	1, October 2021	Finance
Member at Large	Marlin	Collingwood	159 Reservoir Road	Plymouth	NH	03264	481-1907 (C) 535-2475 (W)	mwcl022@plymouth.edu	2019	1, October 2022	Development
Member at Large	Peter	Minkow	234 Holman Street	Laconia	NH	03246	527-8226 (W) 387-8606 (Cell)	pjminkow@minkowlaw.com	2019	1, October 2022	Governance
Member at Large	Laura	LeMien	48 Landing Lane	Laconia	NH	03246	524-3207 (W) 630-0683 (Cell)	LLeMien@ccsnh.edu	2019	1, October 2022	Development
Member at Large	Deborah	Pendergast	411 Pinnacle Road	New Hampton	NH	03256	223-4210 (W) 231-9223 (Cell)	Deborah.Pendergast@dos.nh.gov	2011	3, October 2020	Executive
Member at Large	Seifu	Ragassa	69 Tate Road	Gilford	NH	03249	539-3093 (W/Direct) 539-3741 (W)	seifuragassa@rocketmail.com seifu.ragassa@doc.nh.gov	2019	2, October 2022	QI
Member at Large	Kristin	Snow	90 Cotton Hill Road	Gilford	NH	03249	556-9895 (H) (617) 448-7201 (Cell)	kristin.k.snow@gmail.com	2020	1, August 2023	Finance
Member at Large	James	Stapp	49 Currier Field Road	Holderness	NH	03245	238-3119 (H) 253-720-3816 (Cell)	waltstapp@aol.com	2017	1, October 2020	QI
Member at Large	Rev. Judith	Wright	57 Shore Drive	Laconia	NH	03246	978-852-9621 (H) 524-6488 (H)	revjudithwright@gmail.com	2017	1, October 2020	QI Committee
Committee Member	Jerry	Fleischman	520 Shore Drive	Laconia	NH	03246		Jerry@Fleischman.net			Finance Committee

Celyne M. Godbout

PROFESSIONAL PROFILE

Licensed Nursing Assistant background, with over eight years of healthcare and human service experience.

Customer Service

Human Service

Medical records

Computer knowledge

Telephone etiquette

Organization

Time management

Self-starter

Leadership Skills

Empathetic and compassionate

PROFESSIONAL EXPERIENCE

Taylor Community, Laconia NH

(geriatrics)

Activities Coordinator

October 2014 – August 2015

Responsibilities:

Creating recreational activities for seniors with disabilities.

Maintaining good relationships with nursing staff.

Using creativity and research skills to find the appropriate fit for all residents.

Elliot Hospital, Manchester, NH

Licensed Nurses Assistant

February 2014 – December 2014

*(flexibility -
Trauma Center for 12 hrs.)*

Responsibilities:

Care and comfort of all patients and family members.

Assisting Doctors and nurses in patients' care plans.

Maintaining confidentiality.

Computer skills, electronic medical records

Crotched Mountain Rehabilitation, Greenfield, NH

Residential Counselor II

July 2012 – February 2014

(TBI)

Responsibilities:

Working with children and adult with disabilities. *(TBI)*

*• looking for a challenge job - like variety &
• confident & management skills
• strong communication - these things*

Maintaining safe relationships with emotional disabilities.
Securing a good environment for clients and helping with everyday tasks.
Incorporation of children with disabilities into social activities.

EDUCATION

GED, Manchester, NH
General Education Diploma
July 2012

Southern New Hampshire University
Bachelors in Psychology
Graduation date: May 2017

REFERENCES

References are available upon request.



Michelle Morrow

Professional Experience:

Wentworth-Douglass Hospital Dover, New Hampshire
October 2014-present

Disbursement Manager

- Manage Accounts Payable and Payroll staff
- Manage Payroll
 - Process quarterly payroll taxes – 940, 941 and state tax returns
 - Perform monthly Payroll audits
 - Process year end W-2's for 3 companies
 - Work with Human Resources in setting up new earnings and deductions codes
 - Involved in Open Enrollment process
 - Work closely with IS to provide process improvements to manage efficiencies
 - Assist accountants with monthly bank reconciliation
- Manage Accounts Payable
 - Perform monthly Accounts Payable audit
 - Perform Accounts Payable month end reporting process
 - Process year end 1099's for 3 companies
 - Process weekly check runs for 3 companies
 - Perform OIG sanction checks
 - Quarterly Vendor review – inactivating those as necessary
- Implement Payroll and Accounts Payable training for respective departments
- Member of Financial Software Governance committee, as well as the HR/PR/IS Governance Committee
- Assist with general ledger reconciliations
- Implement internal control procedures
- Update procedures as necessary

Lakeview NeuroRehabilitation Center Effingham, New Hampshire
September 2006-October 2014

Controller

- Manage Accounts Payable, Payroll staff and Staff Accountant, with supervision of Billing staff
- Maintain records for 5 companies
- Maintain and prepare daily/weekly cash reporting
- General Ledger management (maintain periods, add account #'s, process journal entries)
- Account (Balance Sheet and Income Statement) reconciliation and analysis
- Month end, quarter end, year end close
- File monthly Meals tax return and payment



Casey Allard
Manchester, NH
Portland, ME

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Casey.allard@roberthalf.com

- Reconciliation of 24 bank accounts
- Coordinate audit with external auditors
- Assist with budget preparation
- Work with HR Dept in reconciling all benefit invoices monthly
- Process payroll tax payments as well as 401k, project manager for ADP implementation, assist with biweekly payroll
- Reconcile intercompany accounts monthly, issue intercompany invoices monthly
- Monitor internal controls and suggest improvements
- Compose weekly narrative for management
- Member of Operations Team, NH weekly management call and Workers Compensation Board

Hospice of the North Shore Danvers, Massachusetts

June 2005-March 2006 Staff Accountant

- Process all AP invoices, biweekly check runs, month end close
- Reconcile subledger to general ledger
- Assist in generating reports for audit preparation
- Generate 1099 forms
- Maintain Fixed Asset Schedule
- Reconcile Balance Sheet accounts

Hutchinson Medical, Inc., Salem, Massachusetts

Sept 2004-June 2005 Senior Accountant/HR

- Oversaw Office Administrator and Accounts Payable function
- Established written procedures
- Processed journal entries
- Prepared Income Statement and Balance Sheet
- Completed bank account reconciliation
- Processed payroll through automated ADP system

Synventive molding solutions, Peabody, Massachusetts

Oct 2000-Sept 2004 General Accountant

- Oversaw Accounts Payable clerk and Accounts Payable function
- Processed journal entries on a daily, monthly and annual basis
- Reconciled balance sheet and intercompany accounts
- Performed bank reconciliation
- Analyzed expenses (actual vs. budget)
- Generated financial statements
- Assisted in audit preparation
- Processed monthly sales tax for multi states
- Maintained fixed assets (i.e. additions and disposals, asset tags)

Robert Half Finance & Accounting has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Finance & Accounting has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.



Casey Allard
Manchester, NH
Portland, ME

T 603.641.9400
F 603.641.5005
Casey.allard@roberthalf.com

- Assisted the AR Manger (i.e. collection calls, reviewed & released sales orders, entered new customers)
- Member of the company Safety Committee

JEOL USA, Inc., Peabody, Massachusetts
May 1994-Oct 2000 Material Planner

- Scheduled inventory
- Matched supply with demand
- Reviewed all incoming sales to ensure inventory is allocated/ordered
- Worked closely with Projects to ensure accurate deliveries.

Import/Traffic Coordinator

- Ensured accurate and timely entry of products through U.S. Customs.
- Coordinated transportation of equipment

Inventory Control

- Received all items in computer system

Accounts Receivable

- Managed all phases including G/L entries.

Accounts Payable

- Managed Canadian division expenses including G/L entries.

Education: B.S. Business Administration, 1994
Salem State College, Salem, Massachusetts
Concentration: Accounting

Computer Experience: Windows 95/XP, Microsoft Office (including Access),
Great Plains, Fastrack, Peachtree Complete Accounting, Glovia,
Avante, Hyperion, CYMA, Misys, Lytec, SOS, Quickbooks, Quicken

Alison K. O'Neill, MS, LCMHC

State of New Hampshire Licensed Clinical Mental Health Counselor, License

Professional Experience:

Lakes Region Mental Health Services, Laconia NH

Clinical Coordinator, Neurocognitive Program, September 2015 to Current

- Oversee an interdisciplinary team that provides services to patients admitted to the Neurocognitive program, which provides services to patients with a mental health diagnosis and a developmental or intellectual disability, or a traumatic brain injury, or cognitive decline. Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions and assisting in the hiring decision.
- Provide regular supervision with a clinical and administrative focus for bachelor and master level staff. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Participate in several agency committees such as; Training Committee, Employee Committee, Documentation Ad Hoc Committee. Participate and collaborate with outside agencies, such as; Lakes Region Community Services, START (including Committee, training) NH Elders Meeting.
- Respond to crisis situations as needed. Complete adult assessments. Provide individual and group therapy. Participate in DBT Consult Group. Facilitate Therapist Consult Group.
- Create and facilitate trainings on our electronic medical record (Essentia) and Dialectical Behavioral Therapy.
- Working collaboratively to create a Peer Support Program. Provide group supervision for Peer Support Specialist.

New England College, Henniker NH

Adjunct Professor, Masters Level Clinical Mental Health Program, August 2016 to current

- Clinical Counseling Theories
- Clinical Counseling Techniques

Alison K. O'Neill, MS, LCMHC, PLLC, Private Practice, Concord, NH

Licensed Clinical Mental Health Counselor, January 2013 to October 2015

- Worked with children, adolescents, adults, parents, families, and couples, providing individual, couples, and family therapy, writing psychosocial assessments, treatment plans, and progress notes on all clients.
- Responsible for all aspects of the business management i.e. credentialing, insurance contracting and invoicing, accounts payable, accounts receivable, collections, referrals and any other communications. Responsibilities noted below.

Northbridge Counseling, Bedford and Concord, NH

Licensed Clinical Mental Health Counselor, June 2012 to March 2013

- Worked with children, adolescents, and adults, providing individual, couples, and family therapy, as well as seeing clients through their employer EAP using Solution Focused Therapy, writing psychosocial assessments, treatment plans and progress notes on all clients.

Riverbend Community Mental Health Center, Children's Intervention Program, Concord, NH

Child and Family Therapist and Family Support Therapist, January 2007 to June 2012

- For the first 6 months this was an intern position, I was the first master's level intern in the children's program, providing therapy to children and families.
- Provided clinical services to children ages 4 to 18, providing individual, family and group therapy, including DBT Adolescent group, TF-CBT and Helping the Non-Compliant Child.
- Provided school based therapy, collaborated with school staff.

Therapeutic approaches utilized: Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Strength Based Therapy, Solution Focused Therapy, Motivational Interviewing, Play Therapy, and Family Systems Therapy.

Education:

Springfield College of Human Services, St. Johnsbury, VT
Master of Science in Mental Health Counseling, 2007

Springfield College of Human Services, Manchester, NH
Bachelor of Science in Human Services, 2005

Brian D. Spink

EDUCATION

Plymouth State University | Plymouth, NH

Graduated:

May, 2017

Bachelor's of Arts: Criminal Justice

GPA: 3.41

Minor in Sociology / Anthropology

Honors: President's List 2013, 2016

Concentration on Psychology

Classes for Psychology

- Mind, Brain & Evolution: Examines questions that have long interested scientific psychologists: What is Mind? What is the relationship between mind and brain physiology? Where does knowledge come from? Do other animals possess mind? Are mental processes the result of evolution?
- Psychology and Law: Applies knowledge of psychological variables to various aspects of the law including eyewitness testimony, jury selection, police interrogations, repressed memories and the role the psychologist plays in the legal system.
- Introduction to General Psych: The scope and methods of psychology as a scientific study.
- Life-Span Developmental Psych: The principles underlying physical, cognitive, emotional and social development through the life-span.
- Personality: Psychoanalytical, existential, social, behavioral and self-theories and how they relate to the development and assessment of behavior.

WORK EXPERIENCE

United Parcel Services

November 2018 -

Present

Unloader

- Seasonal Driver
- Preload and unload packages
- Organize packages and direct them to correct location and carrier

Industrial Mechanical Engineers Contractors

August 2018 -

November 2018

Plumbers Apprentice

- Confined Space Certified
- Responsible for reading multiple dangerous gasses to ensure that crew members were in a safe work environment
- Completed various plumbing tasks

Ken Jaques Landscape

July 2017 -

August 2018

Landscaper

- General Lawn Care
- Fall and Spring Clean Ups

Bristol Police Department

December 2016 –

April 2017

Police Officer

- Taser, Felony First, and Baton Certified
- Responsible for everyday police officer duties (i.e. taking accident reports, making arrests, going through booking process)
- Experience with domestic violence situations
- Experience with running radar
- Experience with vehicle and suspect searches
- Experience using IMC
- Good understanding and usage of police officer ten codes

Market Basket

June 2014 –

January 2017

Produce Department Closing Manager

- Trained multiple members of produce department
- Member of Safety Committee
- Cashier/ Bagger
- Stocked produce department

AFFILIATIONS / AWARDS

Outstanding Criminal Justice Partitionier Award

2017

Plymouth State Criminal Justice Organization

2016- 2017

- President of Criminal Justice Organization in 2017

Alpha Phi Sigma

2016 –

Present *Criminal Justice Honor Society*

- President of Criminal Justice Honor Society at Plymouth State in 2017

REFERENCES AVAILABLE UPON REQUEST

Teresa Potter-Brown

Education

High School Diploma	Ashland High School, Ashland NH 03217	1979 -1982
Accounting Certificate	LRCC, Belmont NH	2012 – 2016
GPA: 4.0		

Work Experience

Plymouth Stitching Main Street Ashland NH 03217

Office/Payroll Clerk 1984 – 1999

Lakes Region Mental Health Center 40 Beacon St East Laconia NH 03246 (603-524-1100)

Business Office Assistant 1999 – 2001

HR: Recruitment & Benefit enrollment

AR: Data entry

Accounting Associate 2001 – 2017

Accounts Payable and Payroll

Staff Accountant 2017 - Present

Perform a wide range of accounting function in support of the financial department

Accounts Payable and back up Payroll

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alison O'Neill	Director, Long Term Services	\$69,000	16%	\$10,769
Celyn Godbout	Bridge Manager	\$53,000	100%	\$53,000
Brian Spink	Integrated Housing Specialist	\$43,000	100%	\$43,000
Terri Potter-Brown	Accounting Assistant	\$45,500	10%	\$4,550
Michelle Morrow	Controller	\$76,500	5%	\$3,825



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

The contractors will provide services in accordance with NH Administrative Rule Hë-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.

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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
			Subtotal	\$158,800

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Financial Details

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

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

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

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-03)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
<i>Margaret M. Pritchard</i>		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard - Chief Executive Officer	
1.13 Acknowledgement: State of ^{New} Hampshire County of ^{Barrington} Barrington On July 31, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal] <i>Dawn H. LaCroy</i> </div> <div style="text-align: center;"> DAWN H. LACROIX Notary Public - New Hampshire My Commission Expires March 22, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Dawn H. LaCroy, Notary			
1.14 State Agency Signature <i>Katrina S. Fox</i> Date: 8/2/19		1.15 Name and Title of State Agency Signatory Katrina 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: <i>[Signature]</i> On: 8/9/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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.

**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.

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Date 7/21/19

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



Exhibit A

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

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



Exhibit A

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

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



Exhibit A

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

3. Staffing

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

4. Reporting

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

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



Exhibit A

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

5. Performance Measures

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

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



Exhibit A

- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



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

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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7/31/19



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

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

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

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.
 DBA: Domestic Substandard Health
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: 8/1/20 (October 1, 2019 to June 30, 2020)

Line Item	2019			2020			2021			2022		
	Initial	Amend	Total	Initial	Amend	Total	Initial	Amend	Total	Initial	Amend	Total
1. Total Salary/Wages	41,254.00	-	41,254.00	-	-	-	-	-	-	-	-	-
2. Employee Benefits	12,407.00	-	12,407.00	-	-	-	-	-	-	-	-	-
3. Computers	-	-	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-	-	-
5. Supplies	750.00	-	750.00	-	-	-	-	-	-	-	-	-
6. Office	225.00	-	225.00	-	-	-	-	-	-	-	-	-
7. Travel	1,600.00	-	1,600.00	-	-	-	-	-	-	-	-	-
8. Contingency	338.00	-	338.00	-	-	-	-	-	-	-	-	-
9. Copy/Printing	270.00	-	270.00	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	450.00	-	450.00	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	663.00	-	663.00	-	-	-	-	-	-	-	-	-
12. Subcontract/Services	-	-	-	-	-	-	-	-	-	-	-	-
13. Other (Include Grants, Reimbursements)	600.00	-	600.00	-	-	-	-	-	-	-	-	-
14. Admin	-	7,302	7,302	-	-	-	-	-	-	-	-	-
TOTAL	60,789	7,302	68,091	7,302	-	7,302	-	-	-	-	-	-

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 7/31/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.
 DBA: Gateway Behavioral Health
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: 8/1/21 (July 1, 2021 - June 30, 2022)

Line Item	Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025	
	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget
1. Total Salary/Wages	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00	\$5,144.00
2. Employee Benefits	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00	18,243.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-
Purchase/Construction	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
5. Supplies:	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-
Office	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
9. Travel	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
12. Occupancy	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00
18. Current Expenses:	-	-	-	-	-	-	-	-	-	-
Utilities	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
Rentals	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Subscriptions	-	-	-	-	-	-	-	-	-	-
Audit and Legal	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00
Insurance	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
Board Expenses	-	-	-	-	-	-	-	-	-	-
Miscellaneous (Contingency)	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
9. Software	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
10. Information/Communications	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00
12. Subcontractor/Outsourcing	-	-	-	-	-	-	-	-	-	-
13. Other (except for items categorized)	-	-	-	-	-	-	-	-	-	-
Criminal Records Check	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
14. Admin	-	9,722.00	-	9,722.00	-	9,722.00	-	9,722.00	-	9,722.00
TOTAL	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00	\$1,817.00

Handwritten signature and date:
 7/24/19

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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

Date

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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.



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

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

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

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

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

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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



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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

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

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

20. Contract Definitions:

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

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New Hampshire Department of Health and Human Services
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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

2. Renewal

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

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials *MP*



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Vendor Name: Lakes Region Mental Health Center, Inc.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

Vendor Initials MP
Date 7/31/19

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

7/31/19
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Vendor Initials *MP*
Date 7/31/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: *The Lakes Region Mental Health Center, Inc*

3/31/19
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Vendor Initials *mp*
Date 3/31/19

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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

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

Vendor Initials

Handwritten initials

Date 7/31/19

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



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

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

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

Vendor Name: *The Lakes Region Mental Health Center, INC.*

7/31/19
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Exhibit G

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

Vendor Initials

MP

Date

7/31/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: *The Lakes Region Mental Health Center, INC.*

7/31/19
Date

Margaret M. Ritchard
Name: *Margaret M. Ritchard*
Title: *Chief Executive Officer*

Vendor Initials *MD*
Date 7/31/19



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Vendor Initials

MP
Date 7/31/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Vendor Initials MP
Date 7/31/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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Vendor Initials JP

Date 7/31/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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



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.

3/2014

Vendor initials

[Handwritten initials]

Date 7/31/19

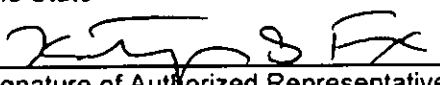
New Hampshire Department of Health and Human Services

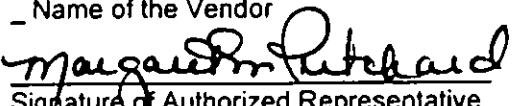


Exhibit I

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

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

Department of Health and Human Services
The State

 Signature of Authorized Representative
Katja S Fox
 Name of Authorized Representative
Director
 Title of Authorized Representative
8/2/19
 Date

The Lakes Region Mental Health Center, INC.
 - Name of the Vendor

 Signature of Authorized Representative
Margaret M. Pritchard
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
7/31/2019
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

7/31/19
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Vendor Initials *MP*
Date 7/31/19

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- The DUNS number for your entity is: 101410652
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Vendor Initials MD
Date 7/31/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

MP
7/31/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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7/31/19



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

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

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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



**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
ED9D05804C83442
Name: Katja Fox
Title: director

Riverbend Community Mental Health, Inc.

10/14/2020

Date

DocuSigned by:
Lisa K. Madden
83968E16890F4CC...
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:

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name Riverbend Community Mental Health, Inc.									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 165,432.00	\$ -	\$ 165,432.00	\$ -	\$ -	\$ -	\$ 165,432	\$ -	\$ 165,432.00
2. Employee Benefits	\$ 49,630.00	\$ -	\$ 49,630.00	\$ -	\$ -	\$ -	\$ 49,630	\$ -	\$ 49,630.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
6. Travel	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ 2,600.00
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 28,551	\$ 28,551	\$ -	\$ -	\$ -	\$ -	\$ 28,551	\$ 28,551
TOTAL	\$ 237,927	\$ 28,551	\$ 266,478	\$ -	\$ -	\$ -	\$ 237,927	\$ 28,551	\$ 266,478

Indirect As A Percent of Direct

12.0%

State of New Hampshire

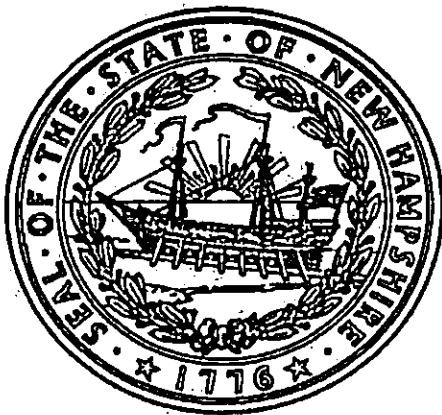
Department of State

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: 0004885005



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 27, 2020.

RESOLVED: That the President and/or Treasure is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolution has not been amended or revoked, and remain in full force and effect as of the 14th day of October, 2020.
4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Andrea D Beaudoin
Signature of Assistant Secretary

State of New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 14th day of October, 2019 by Andrea D. Beaudoin.

Courtney R. Strike
(Notary Public/Justice of the Peace)

Commission Expires: 12/5/2023



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2020

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.		18058
INSURER B: Granite State Healthcare & Human Svc WC		NONAIC
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		


INSURED Riverbend Community Mental Health Inc.
278 Pleasant Street
Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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: _____			PHPK2187101	10/01/2020	10/01/2021	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2187103	10/01/2020	10/01/2021	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			PHUB740241	10/01/2020	10/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20200000230 HCHS20200000228	02/01/2020 02/01/2020	02/01/2021 02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2187101	10/01/2020	10/01/2021	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Mission

We care for the mental 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, 2020

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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, 2020 and 2019, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Report on Supplementary Information

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

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 22, 2020, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 22, 2020

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

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 8,821,845	\$ 2,392,018
Client service fees receivable, net	1,340,309	1,929,981
Other receivables	2,041,243	1,430,061
Investments	7,676,854	7,718,954
Prepaid expenses	158,782	107,016
Tenant security deposits	<u>27,244</u>	<u>26,286</u>
TOTAL CURRENT ASSETS	<u>20,066,277</u>	<u>13,604,316</u>
PROPERTY & EQUIPMENT, NET	<u>11,930,491</u>	<u>12,344,584</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	<u>109,099</u>	<u>105,125</u>
TOTAL ASSETS	<u>\$ 32,105,867</u>	<u>\$ 26,054,025</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 170,683	\$ 314,218
Accrued expenses	1,050,813	1,148,220
Tenant security deposits	27,244	26,286
Accrued compensated absences	925,969	766,213
Current portion of long-term debt	242,475	229,808
Deferred revenue	<u>10,936</u>	<u>27,362</u>
TOTAL CURRENT LIABILITIES	<u>2,428,120</u>	<u>2,512,107</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	12,278,876	7,505,192
Unamortized debt issuance costs	<u>(222,971)</u>	<u>(248,865)</u>
Long-term debt, net of unamortized debt issuance costs	<u>12,055,905</u>	<u>7,256,327</u>
Interest rate swap liability	<u>486,672</u>	<u>155,125</u>
TOTAL LONG-TERM LIABILITIES	<u>12,542,577</u>	<u>7,411,452</u>
NET ASSETS		
Net Assets without donor restrictions	14,515,692	13,441,914
Net Assets with donor restrictions	<u>2,619,478</u>	<u>2,688,552</u>
TOTAL NET ASSETS	<u>17,135,170</u>	<u>16,130,466</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 32,105,867</u>	<u>\$ 26,054,025</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

STATEMENTS OF OPERATIONS

For the Years Ended June 30,

	2020			2019
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	\$ 2,776,396	\$ -	\$ 2,776,396	\$ 1,669,950
State of New Hampshire -- BBH	1,877,726	10,186	1,887,912	1,418,392
In-kind donations	170,784	-	170,784	170,784
Contributions	174,980	-	174,980	158,523
Other	905,006	-	905,006	740,599
Total Public Support	<u>5,904,892</u>	<u>10,186</u>	<u>5,915,078</u>	<u>4,158,248</u>
Revenues -				
Client service fees, net of provision for bad debts	24,332,689	-	24,332,689	23,739,832
Other	5,498,640	-	5,498,640	5,396,063
Net assets released from restrictions	102,264	(102,264)	-	-
Total Revenues	<u>29,933,593</u>	<u>(102,264)</u>	<u>29,831,329</u>	<u>29,135,895</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>35,838,485</u>	<u>(92,078)</u>	<u>35,746,407</u>	<u>33,294,143</u>
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,282,195	-	5,282,195	5,412,364
Emergency services	1,030,095	-	1,030,095	984,337
Behavioral Crisis Treatment Ctr	1,504,620	-	1,504,620	319,996
ACT Team	1,582,224	-	1,582,224	1,662,062
Outpatient - Concord	4,834,709	-	4,834,709	5,219,641
Outpatient - Franklin	2,371,863	-	2,371,863	2,371,863
Multi-Service Team - Community Support Program	6,440,718	-	6,440,718	6,311,862
Mobile Crisis Team	2,003,129	-	2,003,129	2,259,419
Community Residence - Twitchell	973,232	-	973,232	995,823
Community Residence - Fellowship	548,445	-	548,445	539,079
Restorative Partial Hospital	410,899	-	410,899	554,519
Supportive Living - Community	1,335,925	-	1,335,925	1,441,949
Other Non-BBH	4,180,076	-	4,180,076	3,811,589
Administrative	1,998,798	-	1,998,798	35,308
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>34,496,928</u>	<u>-</u>	<u>34,496,928</u>	<u>31,919,811</u>
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	<u>1,341,557</u>	<u>(92,078)</u>	<u>1,249,479</u>	<u>1,374,332</u>
OTHER INCOME				
Investment Income	<u>63,767</u>	<u>23,004</u>	<u>86,771</u>	<u>148,904</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	1,405,324	(69,074)	1,336,250	1,523,236
NET ASSETS, BEGINNING OF YEAR	13,441,914	2,688,552	16,130,466	14,812,490
Change in fair value of interest rate swap	<u>(331,546)</u>	<u>-</u>	<u>(331,546)</u>	<u>(205,260)</u>
NET ASSETS, END OF YEAR	<u>\$ 14,515,692</u>	<u>\$ 2,619,478</u>	<u>\$ 17,135,170</u>	<u>\$ 16,130,466</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 1,336,250	\$ 1,523,236
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,154,082	986,676
Unrealized (gain) loss on investments	(40,114)	58,896
Loss on disposal of fixed assets	-	3,422
Changes in:		
Client service fee receivables	589,672	(708,001)
Other receivables	(611,182)	(929,033)
Prepaid expenses	(51,766)	(17,755)
Tenant security deposits	-	(125)
Accounts payable and accrued expenses	(81,186)	656,944
Deferred revenue	(16,426)	(40,808)
	<u>2,279,330</u>	<u>1,533,452</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(714,094)	(1,667,168)
Investment activity, net	<u>78,240</u>	<u>(200,671)</u>
	<u>(635,854)</u>	<u>(1,867,839)</u>
NET CASH (USED) BY INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of PPP loan	5,017,927	-
Principal payments on long-term debt	<u>(231,576)</u>	<u>(200,000)</u>
	<u>4,786,351</u>	<u>(200,000)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	6,429,827	(534,387)
CASH AT BEGINNING OF YEAR	<u>2,392,018</u>	<u>2,926,405</u>
CASH AT END OF YEAR	<u>\$ 8,821,845</u>	<u>\$ 2,392,018</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 252,221</u>	<u>\$ 215,104</u>
Fixed assets acquired through issuance of long-term debt	<u>\$ -</u>	<u>\$ 1,200,000</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

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

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

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

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

Basis of Presentation

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

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

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

Riverbend Community Mental Health, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

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, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

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

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,545,038 and \$2,133,943 as of June 30, 2020 and 2019, respectively. The allowance for doubtful accounts represents 54% and 53% of total accounts receivable as of June 30, 2020 and 2019, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2020 totaled \$24,332,689, of which \$23,875,118 was revenue from third-party payors and \$457,571 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

New Hampshire Healthy Families

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellness

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

Amerihealth

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

State of New Hampshire

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

Concord Hospital

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

Approximately 86% and 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2020, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

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

Advertising

Advertising costs are expensed as incurred. Total costs were \$105,856 and \$168,402 at June 30, 2020 and 2019, respectively.

NOTE 2 CASH

At June 30, 2020 and 2019, the carrying amount of cash deposits was \$8,849,089 and \$2,418,304 and the bank balance was \$8,960,504 and \$2,578,539. Of the bank balance, \$633,352 and \$631,957 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$8,325,265 and \$1,946,453 was offset by debt, and the remaining \$1,886 and \$129 is uninsured.

Riverbend Community Mental Health, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 549,836	\$1,386,938
Receivable from insurance companies	384,282	643,200
Medicaid receivable	1,592,141	1,672,318
Medicare receivable	352,906	355,388
Housing fees	<u>6,182</u>	<u>6,080</u>
	2,885,347	4,063,924
Allowance for doubtful accounts	<u>(1,545,038)</u>	<u>(2,133,943)</u>
	<u>\$1,340,309</u>	<u>\$1,929,981</u>
	<u>2020</u>	<u>2019</u>
ACCOUNTS RECEIVABLE - OTHER		
Merrimack County Drug Court	\$ -	\$ 125,244
Concord Hospital	224,245	560,969
Federal Grants	831,148	556,152
Behavioral Information System - BIS	80,690	58,910
Beacon Health Options - MCO	292,525	76,081
MCO Directed Payments	488,022	-
State of NH - LTCSP	66,300	-
Due from Penacook Assisted Living Facility	13,545	23,104
Other	<u>44,768</u>	<u>29,601</u>
	<u>\$2,041,243</u>	<u>\$1,430,061</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<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>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 4 INVESTMENTS (continued)

<u>2019</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 104,999	\$ -	\$ 104,999
Corporate Bonds	636,487	(17,410)	619,077
Exchange Traded Funds	4,323,234	414,084	4,737,318
Equities	115,144	(7,966)	107,178
Mutual Funds	<u>2,200,571</u>	<u>(50,189)</u>	<u>2,150,382</u>
	<u>\$7,380,435</u>	<u>\$ 338,519</u>	<u>\$7,718,954</u>

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

	<u>2020</u>	<u>2019</u>
Interest and dividends	\$ 221,171	\$ 219,369
Realized losses	(50,750)	(90,398)
Unrealized gains (losses)	(40,114)	58,896
Fee expenses	(47,510)	(42,748)
Returns from BIS	<u>3,974</u>	<u>3,785</u>
 TOTAL	 <u>\$ 86,771</u>	 <u>\$ 148,904</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. 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.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2020</u>	<u>2019</u>
Land	\$ 1,275,884	\$ 1,275,884
Buildings	17,652,170	17,183,576
Leasehold Improvements	530,136	439,942
Furniture and Fixtures	3,962,983	3,770,563
Equipment	1,930,086	1,930,086
Software licenses	162,848	162,848
CIP	<u>-</u>	<u>37,024</u>
	25,514,107	24,799,923
Accumulated Depreciation	<u>(13,583,616)</u>	<u>(12,455,339)</u>
 NET BOOK VALUE	 <u>\$11,930,491</u>	 <u>\$12,344,584</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

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

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

During the years June 30, 2020 and 2019, Riverbend paid BIS \$179,660 and \$278,271, respectively, for software support and services.

Included in accounts receivable was \$80,540 and \$58,910 in amounts due from BIS at June 30, 2020 and 2019, respectively.

Included in accounts payable was \$12,762 and \$58,268 in amounts due to BIS at June 30, 2020 and 2019, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 LONG-TERM DEBT

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

	<u>2020</u>	<u>2019</u>
Mortgage payable, \$1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 3.8%, annual principal and interest payments of \$5,630 with a final balloon payment of \$946,441 due June, 2029	\$ 1,178,424	\$ 1,200,000
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,045,000	3,205,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,280,000	3,330,000
Note payable, TD Banknorth dated April 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$278,774 beginning November 2020 due March 2022.	<u>5,017,927</u>	<u>-</u>
	12,521,351	7,735,000
Less: Current Portion	<u>(242,475)</u>	<u>(229,808)</u>
Long-term Debt	<u>12,278,876</u>	<u>7,505,192</u>
Less: Unamortized debt issuance costs	<u>(222,971)</u>	<u>(248,865)</u>
	<u>\$ 12,055,905</u>	<u>\$ 7,256,327</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 LONG-TERM DEBT (continued)

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 242,475
2022	5,271,284
2023	264,272
2024	275,109
2025	286,295
Thereafter	<u>6,181,916</u>
	<u>\$ 12,521,351</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

	<u>2020</u>	<u>2019</u>
Concord Hospital/Dartmouth Hitchcock	<u>\$ 10,936</u>	<u>\$ 27,362</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2020, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be November 30, 2020 and the decision to review the line of credit will be at the sole discretion of the lender.

Riverbend Community Mental Health, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2020

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>2020</u>	<u>2019</u>
Ongoing management and administrative services, recorded in other accounts receivable	\$ <u>12,302</u>	\$ <u>21,243</u>

Riverbend collected \$110,539 and \$95,992 for property management services, \$55,918 and \$54,710 for contracted housekeeping services and \$-0- and \$75,000 for a developers fee from the affiliate during the years ended June 30, 2020 and 2019, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2020 and 2019, such contributions were \$366,705 and \$338,574, respectively.

NOTE 13 OPERATING LEASES

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 122,722
2022	124,470
2023	91,491
2024	35,070
2025	<u>32,042</u>
	<u>\$ 405,795</u>

Total rent expense for the years ended June 30, 2020 and 2019 was \$138,092 and \$144,593, respectively.

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 8,821,845
Accounts Receivable (net)	3,381,552
Investments	<u>7,676,854</u>
Financial assets, at year end	<u>19,880,251</u>
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	<u>(2,619,478)</u>
Financial assets available within one year for general expenditures	<u>\$17,260,773</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, 2020:

	2020		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,332,760	2,332,760
Development Fund	<u>141,883</u>	<u>-</u>	<u>141,883</u>
	<u>\$ 286,718</u>	<u>\$ 2,332,760</u>	<u>\$ 2,619,478</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

	2019		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,412,487	2,412,487
Development Fund	131,230	-	131,230
	\$ 276,065	\$ 2,412,487	\$ 2,688,552

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – (Charles Schwab)

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc.

The Development Fund – (Charles Schwab)

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

Below is the breakdown of the restricted activity above for the year ending June 30, 2020:

	<u>2020</u>	<u>2019</u>
Investment Income	\$ 71,912	\$ 21,918
Unrealized gain (loss) on Investments	(32,028)	16,098
Investment Fees	<u>(16,880)</u>	<u>(17,963)</u>
Total Annuity Activity	23,004	20,053
New Grants	<u>10,186</u>	<u>3,260</u>
Net assets released from restrictions	<u>(102,264)</u>	<u>(96,431)</u>
Beginning Assets with Donor Restrictions	<u>2,688,552</u>	<u>2,761,670</u>
Ending Assets with Donor Restrictions	<u>\$ 2,619,478</u>	<u>\$ 2,688,552</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.

On April 1, 2020, Riverbend successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 22, 2020, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2020, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

	2020	Total	Total	Children &	Emergency	Behavioral	Restorative	Choices, RCA,			Multi-	Mobile	Comm.	Comm.	Comm.	Other	
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Crisis Treatment Ctr.	Partial Hospital	Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Service Team	Crisis Team	Res. Twitchell	Res. Fellowship	Supp. Living	(Non-BBH)	2019	
PROGRAM SERVICE FEES																	
Net Client Fees	\$ 457,571	\$ 37	\$ 457,534	\$ 65,825	\$ (1,016)	\$ (8,322)	\$ (4,725)	\$ 78,036	\$ 19,465	\$ 194,510	\$ 13,110	\$ 47,248	\$ (1,094)	\$ 30,842	\$ 23,655	\$ 469,281	
HMO's	731,912	-	731,912	257,867	17,281	8,473	118	273,360	9,106	143,843	18,339	-	-	-	3,525	962,740	
Blue Cross/Blue Shield	429,731	-	429,731	102,922	12,790	8,215	(1,447)	185,944	9,031	94,585	13,764	-	-	-	3,947	534,156	
Medicaid	21,012,213	1,413,163	19,599,050	4,487,136	129,761	112,178	234,994	1,371,081	861,779	10,834,013	175,288	428,680	313,226	400,347	270,567	19,781,476	
Medicare	729,129	-	729,129	1,591	609	3,388	3,787	253,824	20,208	439,241	5,949	(9)	-	48	697	895,652	
Other Insurance	538,458	-	538,458	107,201	16,218	9,440	(1,303)	275,389	10,098	107,279	11,801	-	-	-	2,335	655,435	
Other Program Fees	433,675	-	433,675	21,674	700	(169)	5,867	8,485	-	10,403	40	137,328	-	241,962	7,385	441,092	
PROGRAM SALES																	
Service	5,498,640	6,600	5,492,040	2,145	1,085,857	-	-	1,616,838	-	35,241	40,000	-	-	-	2,712,159	5,396,063	
PUBLIC SUPPORT																	
United Way	11,465	-	11,465	8,662	-	-	-	-	-	-	-	-	-	-	2,803	3,366	
Local/County Govt.	2,500	-	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	4,000	
Donations/Contributions	174,980	7,620	167,360	41,252	-	-	1,115	3,136	1,330	26,204	1,000	1,135	-	-	92,188	158,523	
Other Public Support	578,388	13,788	562,600	7,931	-	-	-	530,534	-	6,125	-	-	-	-	18,010	650,050	
FEDERAL FUNDING																	
Other Federal Grants	2,738,162	550,000	2,188,162	-	-	711,356	-	-	120,234	5,000	573,870	-	-	-	777,702	1,633,700	
PATH	38,234	-	38,234	-	-	-	-	-	-	-	-	-	-	38,234	-	36,250	
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	20,698	-	170,784	
OTHER REVENUES																	
BBH	314,653	7,590	307,063	17,621	17,396	24,904	1,230	17,627	9,316	51,734	47,026	23,597	-	34,321	62,291	83,183	
	1,887,912	-	1,887,912	8,456	7,708	711,356	-	88,179	244,766	3,000	824,447	-	-	-	-	1,418,392	
TOTAL PROGRAM REVENUES	\$ 35,746,407	\$ 1,998,798	\$ 33,747,609	\$ 5,117,983	\$ 1,287,304	\$ 1,580,819	\$ 239,636	\$ 4,702,033	\$ 1,305,331	\$ 11,951,158	\$ 1,724,834	\$ 782,865	\$ 312,132	\$ 766,450	\$ 3,977,264	\$ 33,294,143	

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2020, with
 Comparative Totals for 2019

	2020 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi- Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Other (Non-BBH)	2019
PERSONNEL COSTS																
Salary & Wages	\$ 22,118,232	\$ 1,370,750	\$ 20,747,482	\$ 3,366,838	\$ 734,428	\$ 914,008	\$ 216,508	\$ 3,303,600	\$ 1,040,212	\$ 5,804,684	\$ 1,458,898	\$ 528,323	\$ -	\$ 724,749	\$ 2,855,234	\$ 20,281,709
Employee Benefits	4,425,729	348,488	4,077,241	745,730	96,387	140,167	53,548	451,245	277,689	1,331,484	197,913	111,703	-	206,177	465,218	4,100,848
Payroll Taxes	1,472,693	93,820	1,378,873	237,670	51,227	48,377	15,134	208,135	57,514	402,141	85,357	35,241	-	52,422	185,655	1,471,532
PROFESSIONAL FEES																
Substitute Staff	404,546	41,863	362,683	550	2,800	188,537	-	61,175	-	22,400	-	-	-	-	87,221	594,780
Accounting	43,370	43,370	-	-	-	-	-	-	-	-	-	-	-	-	-	46,363
Legal Fees	86,998	86,998	-	-	-	-	-	-	-	-	-	-	-	-	-	35,305
Other Prof. Fees/Consult.	1,384,293	536,764	847,529	54,892	3,491	12,283	1,194	77,802	3,714	55,967	3,080	2,336	541,245	1,793	89,952	1,324,110
STAFF DEV. & TRAINING																
Journals & Pub.	4,844	1,167	3,677	442	-	233	22	1,134	23	361	296	519	-	-	647	8,606
Conferences and Conv.	79,752	3,972	75,780	11,822	1,467	4,050	123	18,180	2,459	21,442	5,099	1,084	-	1,344	8,710	77,539
OCCUPANCY COSTS																
Rent	166,169	27,412	138,757	22,220	-	-	36,256	38,537	884	-	-	-	-	-	40,860	169,440
Heating Costs	64,562	9,182	55,380	6,974	1,377	2,401	1,373	8,605	752	11,488	1,456	-	-	18,157	2,797	62,127
Other Utilities	205,592	29,850	175,742	25,892	3,955	6,928	5,470	22,243	6,028	43,610	4,446	12,202	-	34,741	10,227	195,148
Maintenance and Repairs	172,695	37,090	135,605	21,331	2,604	4,477	561	22,702	3,829	31,967	5,425	3,531	-	30,923	8,255	171,832
Taxes	29,216	-	29,216	-	-	-	-	18,939	-	-	-	-	-	-	10,395	1,882
Other Occupancy Costs	41,372	18,857	24,515	1,831	107	209	212	4,597	384	4,200	145	1,352	-	3,766	7,712	42,249
CONSUMABLE SUPPLIES																
Office	417,041	90,428	326,613	56,429	4,330	16,540	5,216	40,936	17,296	100,477	22,423	10,588	-	12,887	39,491	266,863
Building/Household	94,557	10,645	83,912	9,523	1,138	2,110	3,099	8,407	2,510	17,762	10,273	9,837	-	15,031	4,222	89,529
Educational/Training	21,278	-	21,278	14,379	-	-	402	3,379	433	2,059	-	94	-	-	532	33,330
Food	75,139	12,444	62,695	4,923	310	3,024	13,391	5,584	223	4,155	10,186	16,184	-	2,649	2,086	83,208
Medical	232,232	11,008	221,224	1,925	60	557	206	43,158	1,090	6,957	1,806	1,339	-	484	163,644	97,346
ADVERTISING	105,858	50,626	55,230	7,648	595	7,362	641	4,595	2,067	12,175	3,110	1,202	-	1,671	14,164	168,401
PRINTING	38,301	27,289	11,012	1,962	45	226	92	2,328	81	4,162	323	-	-	-	1,793	38,665
TELEPHONE/ COMMUNICATIONS	369,736	68,280	301,456	51,585	32,594	10,197	2,589	46,517	9,895	69,749	20,428	14,025	-	14,318	29,759	333,255
POSTAGE/SHIPPING	24,708	4,867	19,841	3,442	568	993	774	1,889	810	7,126	1,078	442	-	1,186	1,533	19,134
TRANSPORTATION																
Staff	338,377	55,414	282,963	57,000	132	1,432	45	12,944	32,581	158,285	2,964	1,364	-	7,865	8,351	365,394
Clients	29,204	1,968	27,236	3,560	-	85	12,818	208	3	350	2,964	4,491	-	1,986	771	38,144
INSURANCE																
Malpractice and Bonding	179,542	29,682	149,860	18,349	15,430	15,067	2,749	14,185	6,267	30,775	16,238	3,050	-	4,343	23,407	164,333
Vehicles	14,913	1,408	13,505	2,027	-	-	5,077	-	-	767	-	3,713	-	1,921	-	14,142
Comp. Property & Liab.	23,273	4,154	19,119	4,070	393	688	118	3,126	635	4,991	884	86	-	2,936	1,192	21,173
INTEREST EXPENSE	252,221	126,808	125,413	60,463	213	3,046	-	34,566	2,478	-	2,990	-	-	14,828	6,829	215,104
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	-	20,698	170,784
DEPRECIATION AND AMORTIZATION																
EQUIPMENT MAINTENANCE	1,154,082	569,612	584,470	157,362	16,188	32,894	6,841	82,411	19,036	131,393	25,501	4,847	-	68,485	39,512	986,676
MEMBERSHIP DUES	36,147	7,482	28,665	9,694	1,179	848	1,049	3,405	1,170	5,632	610	1,671	-	976	2,433	37,206
OTHER EXPENDITURES	44,393	37,088	7,305	405	-	-	-	5,146	150	794	440	220	-	-	150	43,325
TOTAL EXPENSES	34,496,928	3,802,244	30,694,684	4,985,181	972,174	1,420,016	387,794	4,562,857	1,493,257	8,317,057	1,890,495	918,508	541,245	1,260,807	3,945,293	31,919,811
ADMIN ALLOCATION	-	(1,803,446)	1,803,446	297,014	57,921	84,604	23,105	271,852	88,967	495,524	112,634	54,724	7,200	75,118	234,783	-
TOTAL PROGRAM EXPENSES	34,496,928	1,998,798	32,498,130	5,282,195	1,030,095	1,504,620	410,899	4,834,709	1,582,224	8,812,581	2,003,129	973,232	548,445	1,335,925	4,180,076	31,919,811
SURPLUS/(DEFICIT)	\$ 1,249,479	\$ -	\$ 1,249,479	\$ (164,212)	\$ 257,209	\$ 76,199	\$ (171,263)	\$ (132,676)	\$ (276,893)	\$ 3,138,577	\$ (278,495)	\$ (190,367)	\$ (236,313)	\$ (569,475)	\$ (202,812)	\$ 1,374,332

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2020	<u>\$ 137,090</u>	<u>\$ 1,887,912</u>	<u>\$ (1,803,605)</u>	<u>\$ 221,397</u>

Analysis of Receipts:

BBH & Federal Fund Payments

07/19/19 \$ 111	11/05/19 \$ 116,364	03/17/20 \$ 36,913
07/23/19 141,796	11/05/19 3,487	03/17/20 167,577
07/24/19 8,177	11/05/19 5,000	03/17/20 129,440
07/26/19 830	11/13/19 1,927	03/17/20 5,164
07/29/19 11,084	12/04/19 60,418	03/23/20 17,994
07/31/19 117,405	12/06/19 10,000	03/23/20 104,791
07/31/19 158,871	12/06/19 4,300	03/23/20 16,879
08/05/19 40,947	12/06/19 20,374	03/27/20 8,232
08/21/19 77,874	12/06/19 14,548	04/09/20 8,833
09/24/19 15,000	12/06/19 122,145	04/09/20 106,164
09/24/19 12,254	12/06/19 127,619	04/10/20 71,379
09/24/19 129,075	12/06/19 3,376	04/14/20 580
09/24/19 128,014	12/09/19 5,781	04/14/20 26,402
09/24/19 3,376	01/02/20 41,259	04/14/20 17,165
09/30/19 25,633	01/16/20 28,345	04/14/20 143,247
09/30/19 136,329	01/16/20 15,597	04/14/20 3,505
10/16/19 5,000	01/16/20 193,366	05/18/20 11,894
10/16/19 33,966	01/16/20 115,841	05/27/20 8,867
10/16/19 20,842	01/16/20 3,376	05/27/20 877
10/16/19 99,914	01/27/20 4,397	05/27/20 7,138
10/16/19 5,264	01/30/20 13,208	05/27/20 11,391
10/29/19 51,791	02/05/20 49,282	05/27/20 201,221
11/04/19 49,322	02/12/20 154,638	05/27/20 128,899
11/04/19 35,682	02/24/20 8,127	05/27/20 3,376
11/05/19 20,464	02/24/20 25,766	06/03/20 4,166
11/05/19 14,337	02/24/20 15,872	06/15/20 478,621
11/05/19 128,432	02/24/20 3,418	06/16/20 68,068
	02/26/20 54,194	06/26/20 2,723

Less: Federal Monies (2,681,716)

\$ 1,803,605

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2020

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 1,386,938	\$ 3,438,061	\$ (2,732,343)	\$ (1,069,969)	\$ (472,851)	\$ 549,836
Blue Cross/Blue Shield	89,397	785,423	(353,221)	13,970	(442,512)	93,057
Medicaid	1,672,318	43,272,696	(22,747,093)	(421,225)	(20,184,555)	1,592,141
Medicare	355,388	1,040,609	(311,481)	3,270	(734,880)	352,906
Other insurance	553,803	2,060,356	(781,983)	(42,225)	(1,498,726)	291,225
Housing fees	<u>6,080</u>	<u>412,285</u>	<u>(8,727)</u>	<u>(2,190)</u>	<u>(401,266)</u>	<u>6,182</u>
TOTALS	<u>\$ 4,063,924</u>	<u>\$ 51,009,430</u>	<u>\$ (26,934,848)</u>	<u>\$ (1,518,369)</u>	<u>\$ (23,734,790)</u>	<u>\$ 2,885,347</u>

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended June 30, 2020

Federal Grantor/Program Title	Pass-Through Entity Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through the State of New Hampshire, Department of Health and Human Services:			
NH State Opioid Response		93.788	\$ <u>731,517</u>
Medical Assistance Program		93.778	45,136
Medical Assistance Program		93.778	<u>75,098</u>
			<u>120,234</u>
SAMSHA Projects of Regional and National Significance	5H79SM062163-02	93.243	<u>51,791</u>
Projects for Assistance in Transition from Homelessness	95-42-123010-7926	93.150	<u>38,234</u>
Provider Relief Fund		93.498	<u>550,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ <u>1,491,776</u>

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, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of 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 # 167

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 22, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Kittell, Brannagan + Sargent

St. Albans, Vermont
September 22, 2020



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

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

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

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2020. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

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

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

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

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



St. Albans, Vermont
September 22, 2020

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2020

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
 - 93.788 - The Doorways - Hub & Spoke Concord
 - 93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

**Riverbend Community Mental Health, Inc.
Board of Directors**

2020-2021

John Barthelmes, Chair
James Doremus, Vice Chair
Annmarie Timmins, Secretary
Andrea Beaudoin, Assistant Secretary
Lisa Madden, President/CEO, Ex Officio
Frank Boucher
Leslie Combs
Christopher Eddy
Lucy Hodder
Nicholas Laroche
Aaron McIntire
Robin Nafshi
Bradley Osgood
Paul Quitadamo
Glenn Shepherd
James Snodgrass
Carol Sobelson
Leslie Walker
Cinde Warmington
Robert Steigmeyer, Ex Officio

Chris Mumford

Experience

2017-present

Riverbend Community Mental Health Center

Concord, NH

Chief Operating Officer

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

2013-present

Riverbend Community Mental Health Center

Concord, NH

CSP Program Director

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

- 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
-

2002-2003

New Hampshire Hospital

Concord, NH

Psychiatric Social Worker *Internship*

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

2001-2002

Carroll County Mental Health
Center

Wolfeboro, NH

Adult Clinician *Internship*

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

Education

2001-2003

University of New Hampshire

Durham, NH

Master of Social Work

- Magna Cum Laude
-

1994-1998

University of New Hampshire

Durham, NH

Bachelor of Arts in Psychology

- Cum Laude
-

Licensure

Licensed Independent Clinical Social Worker

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

References

References are available on request.

Jennifer Griffey

Chief Financial Officer

Growth-focused executive with 15 years proven success in all aspects of hospital financial operations, displaying strong leadership and fiscal responsibility even in times of crisis. Drive improvements in budgeting, analytics, financing, and audits. Data-based decision maker with deep understanding of healthcare industry including legal aspects. Strong problem-solving leader who builds rapport and trust with high-performing teams, communicates effectively, achieves consensus among key stakeholders, and directs organizations to success.

Areas of Expertise

- Financial Operations
- Budget Control
- Leadership | Operations
- Contract Negotiations
- Business Strategy
- Performance Improvement
- Controller / GAAP
- ERPs
- Risk Management
- Long-range Financing
- Regulatory Compliance
- Rural/Safety Net Health Systems

Career Accomplishments

Financed \$14M radiology department renovation, \$13M primary care facility acquisition, and \$1.2M pharmacy infusion project.

Revamped patient financial services, reducing days in AR by 10, increasing clean claims rate by 25%, and increasing cash collections by 15% through audit, employee training initiatives, and new software.

Reduced operating expenses by 15% with improved contract negotiation, reducing unnecessary service subscriptions and streamlining inefficient departments.

Maximized cash availability and met all cash obligations to avoid insolvency during COVID 19 and Chapter 11 by limiting non-essential expenses and projects, crafting innovative employee schedules to limit force reduction, and utilizing alternative service lines such as telehealth.

Professional Experience

Chief Finance Officer

Riverbend Community Mental Health Center

2020 to Present

Direct fiscal management of a private, nonprofit community mental health center with 24/7 emergency mobile crisis, addiction counseling, residential programs, counseling services and a \$35M annual operating budget.. Key member of the executive team collaborating with the Board of Directors, Senior Management Team and outside stakeholders on key financial issues to ensure financial stability and growth. Oversees the preparation of key statistical and financial reports for submission to major funding sources, regulatory bodies, managed care companies and internal stakeholders. Oversees critical business functions such as A/R, reimbursement rates, internal financial reporting, annual budget, cash management, insurance and acquisition/financing of real estate to meet programmatic needs.

...continued...

Jennifer Griffey

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Key Accomplishments:

- Maintained a strong budget and financial plan, achieving support of board and senior leaders, ensuring financial stability during the time of COVID19.
- Negotiated and renewed annual liability insurance with a minimal increase to the annual premium..
- Fostered collaborative environment, providing financial expertise to department managers.

Chief Finance and Operations Officer

Calais Regional Hospital, Calais, Maine

2019 to 2020

Direct fiscal management and operations of 25-bed critical access hospital with Rural Health Clinic and Home Health Divisions and \$25M annual budget. Key member of the executive team, collaborating with administration, managers, medical staff, Board of Trustees, outside auditors, financial institutions, and third-party suppliers. Lead operating and capital budgets, maintain funds, expenditures, and business activities, and create strategic plans while complying with regulations. Present information to the Board, managers, auditors, and public. Subject matter expert on several committees to improve hospital direction and functioning.

Key Accomplishments:

- Recruited for role due to unique combination of finance and legal expertise.
- Created a strong budget and financial plan, achieving support of board and senior leaders, establishing financial viability for Chapter 11 bankruptcy exit.
- Negotiated essential vendor contracts to ensure continuity of service during bankruptcy transition.
- Fostered collaborative environment, providing financial expertise to department managers.
- Reduced days in AR from 50 to 40 with effective fiscal policies and procedures, finding weaknesses in revenue cycle, increasing patient service cash collection, and reducing claims denial.

Hospital Controller

Natividad Medical Center, Salinas, CA

2015 to 2019

Led financial operations and internal controls of 173-bed safety net hospital with Level 2 Trauma Center funded through CA 1115 Medicaid Waiver with annual budget of \$275M. Oversaw department directors, creating financial plans to increase revenue, contain costs, and meet budget goals. Analyzed revenue trends, service lines, payor mix, and operational statistics, recommending strategic actions for improvements. Produced accurate, timely, and complete financial reports, including balance sheet reconciliation, annual cost report, quarterly OSHPD report, and audits. Maintained comprehensive internal controls to mitigate risk and ensure compliance with GAAP and GASB. Established long range financial plan and annual operating and capital budgets.

Key Accomplishments:

- Implemented financial reporting dashboard providing real time access to financial data and improving decision making and annual budget process.
- Cut AP days outstanding from 30 to 15 by streamlining workflow and establishing KPIs.

Jennifer Griffey

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- Managed A/R aging days, ensuring collections met cash needs, monitoring payor contracts and chargemaster data, and reducing repayments due to inaccurate reimbursement.
- Added key information during union labor negotiations, modeling pay/benefit scenarios, and determining financial feasibility of various proposals.
- Reduced month end close days from 25 to 5 by revamping close process and training team on best practices.

Earlier Professional Highlights

Assistant Controller | Accounting Manager

Central California Alliance for Health, Scotts Valley, CA

- Managed financial operations of Medi-Cal Health Plan with \$50M operating budget for three counties including month end close, accounts payable, payroll, and annual audits.
- Reduced month end close days from 15 to 5 by automating key reports and journal entries.
- Implemented 1095 reporting requirements under ACA.

Education and Credentials

Master of Science in Accounting, Southern New Hampshire University, Hooksett, NH

Juris Doctor, Lincoln Law School, San Jose, CA

Bachelor of Arts in History, Brigham Young University, Provo, UT

LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

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

***Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health***

Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

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

Associate Vice President of Behavioral Health

Executive Director of Region 3 Integrated Delivery Network

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

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

- 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 - 6/10***

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

Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Madden	CEO	\$200,000/year	0%	\$0.00
Chris Mumford	COO	\$130,000/year	0%	\$0.00
Jennifer Griffey	CFO	\$140,000/year	0%	\$0.00



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals 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.

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and His Honorable Council
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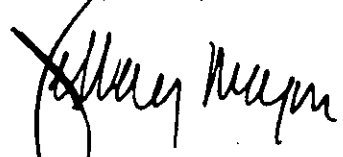
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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
			Subtotal	\$158,800

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Financial Details

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

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

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

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

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

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

Funding Amounts Shared by Vendors as follows:

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

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

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

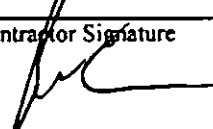
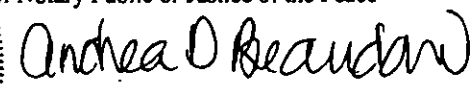
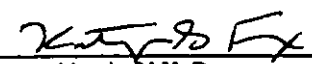
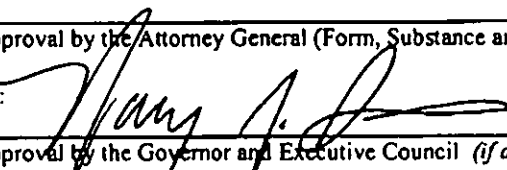
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 <u>NH</u> , County of <u>Merrimack</u> On <u>7-29-19</u> , 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 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials PE
Date 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.

Contractor Initials

FE

Date 7/29/19



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

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

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

**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.

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



Exhibit A

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

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

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019, a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



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

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

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

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: SS-2020-02H-01-HOUSE-04

Budget Period: 8/1/20 (October 1, 2019 to June 30, 2020)

Line/Item	Total Program Cost				Contractor Share/Match			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Cost	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,265.00	\$ -	\$ 87,265.00	\$ -	\$ -	\$ 87,265.00	\$ -	\$ -	\$ -	\$ 87,265.00
2. Employee Benefits	\$ 26,179.00	\$ -	\$ 26,179.00	\$ -	\$ -	\$ 26,179.00	\$ -	\$ -	\$ -	\$ 26,179.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 488.00	\$ -	\$ 488.00	\$ -	\$ -	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00
6. Travel	\$ 3,825.00	\$ -	\$ 3,825.00	\$ -	\$ -	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 3,825.00
7. Occupancy	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,575.00
Postage	\$ 570.00	\$ -	\$ 570.00	\$ -	\$ -	\$ 570.00	\$ -	\$ -	\$ -	\$ 570.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00
Insurance	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
9. Software	\$ 949.00	\$ -	\$ 949.00	\$ -	\$ -	\$ 949.00	\$ -	\$ -	\$ -	\$ 949.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
14. Admin	\$ -	\$ 15,228	\$ 15,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,228	\$ 15,228
TOTAL	\$ 126,900	\$ 15,228	\$ 142,128	\$ -	\$ -	\$ 142,128	\$ -	\$ -	\$ 15,228	\$ 157,356

Indirect As A Percent of Direct 12.0%

Contractor Initials: *PE*
 Date: *7/29/19*

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost			Contractor/Share/Match			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,354.00	\$ -	\$ 118,354.00	\$ -	\$ -	\$ -	\$ 118,354	\$ -	\$ 118,354.00
2. Employee Benefits	\$ 34,806.00	\$ -	\$ 34,806.00	\$ -	\$ -	\$ -	\$ 34,806	\$ -	\$ 34,806.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650.00
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100	\$ -	\$ 5,100.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100	\$ -	\$ 2,100.00
Postage	\$ 780.00	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ 780	\$ -	\$ 780.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,285.00	\$ -	\$ 1,285.00	\$ -	\$ -	\$ -	\$ 1,285	\$ -	\$ 1,285.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 1,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 20,303	\$ 20,303	\$ -	\$ -	\$ -	\$ -	\$ 20,303	\$ 20,303
TOTAL	\$ 189,195	\$ 20,303	\$ 189,498	\$ -	\$ -	\$ -	\$ 169,195	\$ 20,303	\$ 189,498

Indirect As A Percent of Direct

12.0%

Contractor Initials: PE
 Date: 7/29/19

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



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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

Date

**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.

Exhibit C - Special Provisions

Contractor Initials

Date

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



**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

PK
Date: 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.

LE
7/29/18

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.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials PE

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials

SE
Date 7/25/18

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;

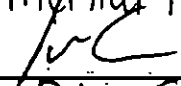
- 1.8. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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.

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 E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

7/29/19
Date

Vendor Name: Riverbend Community Mental Health, Inc.
[Signature]
Name: Kate Evans
Title: CEO

Vendor Initials: KE
Date: 7/29/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Riverbend Community
Mental Health, Inc.

[Signature]

Name: Peter Emeric
Title: CSO

7/29/15
Date

Vendor Initials PE
Date 7/29/15



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.

7/29/19
Date

Vendor Name: Riverbend Community
Mental Health, Inc.
[Signature]
Name: Peter Cues
Title: CEO

Exhibit G

Vendor Initials PE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, 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 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Vendor Initials

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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

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Vendor Initials

LE

Date

7/24/19



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

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Vendor Initials

LE

Date

7/29/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Vendor Initials JE

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.

3/2014

Vendor Initials E

Date 7/29/14

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Kutja S Fix
Signature of Authorized Representative

Kutja S Fix
Name of Authorized Representative

Director
Title of Authorized Representative

8/2/19
Date

Riverbend Community Mental Health, Inc
Name of the Vendor

[Signature]
Signature of Authorized Representative

Peter Evers
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.

Name:
Title:

7/29/19
Date

Vendor Initials PE
Date 7/29/19

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

Vendor Initials IE
Date 7/29/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 64 Main St. 2nd floor, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire



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 as provided under section 2.2. of this contract.
 - 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
 - 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.
10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:
 7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.
12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/16/2020

Date

DocuSigned by:

Katja Fox

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Name: Katja Fox

Title: Director

Monadnock Family Services

10/15/2020

Date

DocuSigned by:

Philip Wyzik

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Name: Philip Wyzik

Title: CEO



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/29/2020

Date

DocuSigned by:

D5CA9202E32C4AF

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name Monednock Family Services									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015	\$ 10,015	\$ -	\$ -	\$ -	\$ -	\$ 10,015	\$ 10,015
TOTAL	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472

Indirect As A Percent of Direct 12.0%

DS
 PW
 Contractor Initials
 Date 10/15/2020

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0004888363



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Aaron Moody, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 25, 2019 at which a quorum of the Directors/shareholders were present and voting.
(Date)

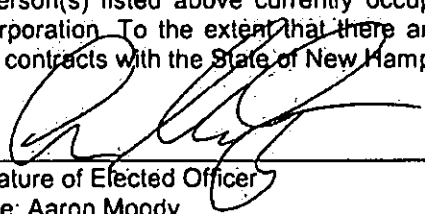
VOTED: That Philip Wyzik , CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

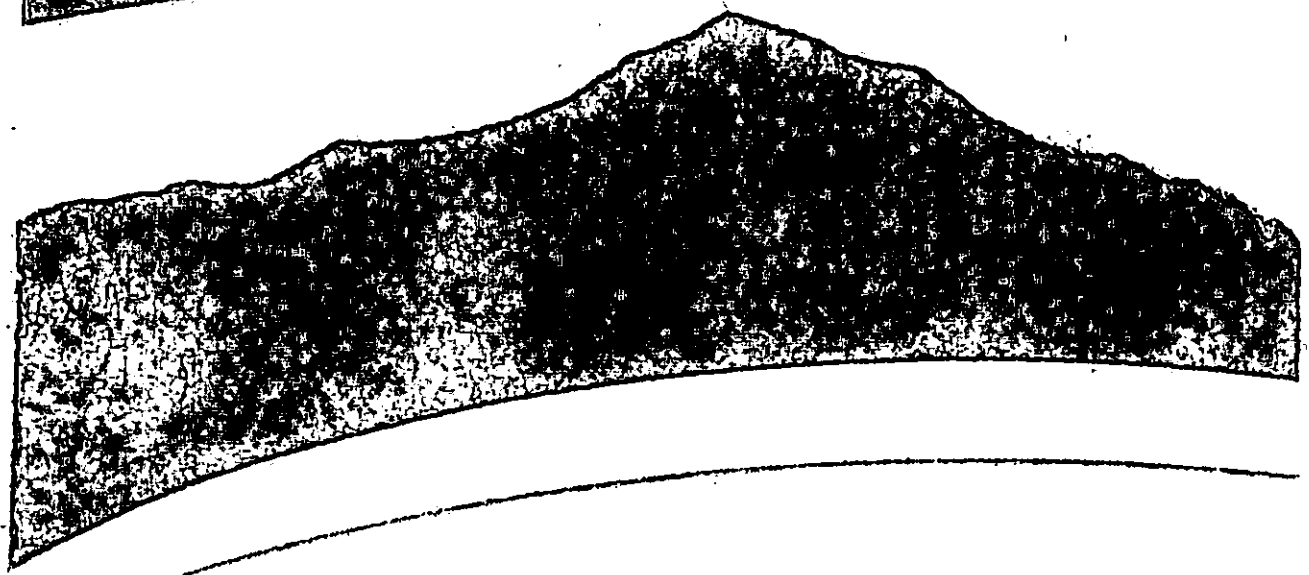
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/14/20



Signature of Elected Officer
Name: Aaron Moody
Title: Secretary

Our Mission



Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.



Financial Statements

MONADNOCK FAMILY SERVICES, INC.

FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

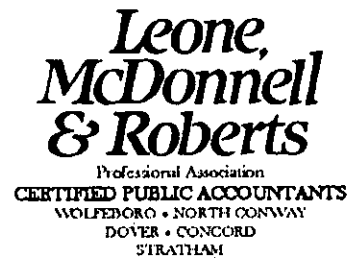
JUNE 30, 2019 AND 2018

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Schedule of Functional Revenues	18 - 20
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To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 5, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Lema, McDonald & Roberts
Professional Association*

October 31, 2019
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018****ASSETS**

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable:		
Client fees	309,150	190,060
Medicaid and Medicare	266,341	259,762
Insurance	84,409	60,994
Other	344,184	113,609
Allowance for doubtful accounts	(385,497)	(267,102)
Prepaid expenses	<u>103,587</u>	<u>57,163</u>
Total current assets	<u>1,851,503</u>	<u>1,668,127</u>
PROPERTY		
Furniture, fixtures and equipment	465,669	475,199
Vehicles	194,863	183,790
Building and leasehold improvements	<u>131,596</u>	<u>159,459</u>
Total	792,128	818,448
Less accumulated depreciation	<u>535,393</u>	<u>661,425</u>
Property, net	<u>256,735</u>	<u>157,023</u>
OTHER ASSETS		
Interest in net assets of Foundation	<u>1,029,832</u>	<u>828,482</u>
Total other assets	<u>1,029,832</u>	<u>828,482</u>
Total assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 163,631	\$ 69,235
Accrued salaries, wages, and related expenses	381,710	338,323
Refundable advance	320,093	461,097
Other current liabilities	65,875	65,521
Due to affiliates	<u>552,139</u>	<u>187,225</u>
Total liabilities	<u>1,483,448</u>	<u>1,121,401</u>
NET ASSETS		
Without donor restrictions	1,399,625	1,246,014
With donor restrictions	<u>254,997</u>	<u>286,217</u>
Total net assets	<u>1,654,622</u>	<u>1,532,231</u>
Total liabilities and net assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF ACTIVITIES****FOR THE YEAR ENDED JUNE 30, 2019 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Total</u>
CHANGES IN NET ASSETS				
Public support and revenue				
Program service fees	\$ 9,160,937	\$ -	\$ 9,160,937	\$ 8,447,297
Other public support	570,423	-	570,423	38,490
Federal funding	561,592	-	561,592	679,095
Donations	299,902	-	299,902	251,949
United Way	208,012	-	208,012	191,208
Local/County government	182,439	-	182,439	197,247
Program sales	87,739	-	87,739	72,424
Rental income	2,338	-	2,338	2,807
Net gain on beneficial interest in Foundation	186,638	14,712	201,350	194,494
Other income	<u>72,251</u>	<u>-</u>	<u>72,251</u>	<u>9,055</u>
	11,332,271	14,712	11,346,983	10,084,066
Net assets released from restriction	<u>45,932</u>	<u>(45,932)</u>	<u>-</u>	<u>-</u>
Total public support and revenue	<u>11,378,203</u>	<u>(31,220)</u>	<u>11,346,983</u>	<u>10,084,066</u>
Expenses				
Program services				
Children & adolescents	2,578,426	-	2,578,426	2,186,563
Multi-service team	1,767,386	-	1,767,386	1,507,656
ACT team	883,226	-	883,226	858,393
Maintenance	862,688	-	862,688	699,037
Other non-BBH	769,447	-	769,447	764,141
Emergency services/assessment	734,862	-	734,862	704,342
Older adult services	478,031	-	478,031	431,845
Community residence	462,577	-	462,577	439,231
Intake	269,475	-	269,475	262,311
Supportive living	176,066	-	176,066	174,787
Vocational services	169,095	-	169,095	116,884
Non-eligibles	163,183	-	163,183	148,998
Restorative partial hospital	38,151	-	38,151	52,123
Community education & training	10,276	-	10,276	56,446
Supporting activities				
Administration	<u>1,861,703</u>	<u>-</u>	<u>1,861,703</u>	<u>1,415,066</u>
Total expenses	<u>11,224,592</u>	<u>-</u>	<u>11,224,592</u>	<u>9,817,823</u>
CHANGES IN NET ASSETS	153,611	(31,220)	122,391	266,243
NET ASSETS, BEGINNING OF YEAR	<u>1,246,014</u>	<u>286,217</u>	<u>1,532,231</u>	<u>1,265,988</u>
NET ASSETS, END OF YEAR	<u>\$ 1,399,625</u>	<u>\$ 254,997</u>	<u>\$ 1,654,622</u>	<u>\$ 1,532,231</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 122,391	\$ 266,243
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	43,367	66,140
Change in allowance for doubtful accounts	118,395	(64,322)
Gain on beneficial interest in Foundation	(201,350)	(194,494)
(Increase) decrease in assets:		
Accounts receivable	(379,659)	(520)
Prepaid expenses	(46,424)	7,880
Increase (decrease) in liabilities:		
Accounts payable	94,396	(34,212)
Accrued salaries, wages and related expenses	43,387	34,113
Refundable advance	(141,004)	(111,714)
Other current liabilities	<u>354</u>	<u>46,070</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(346,147)</u>	<u>15,184</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	364,914	48,753
Property and equipment additions	<u>(143,079)</u>	<u>(45,148)</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>221,835</u>	<u>3,605</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	(124,312)	18,789
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>1,253,641</u>	<u>1,234,852</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 1,129,329</u>	<u>\$ 1,253,641</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 987</u>	<u>\$ 422</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
PERSONNEL COSTS						
Salaries and wages	\$ 609,755	\$ 1,657,246	\$ 331,607	\$ 173,181	\$ 512,790	\$ 27,931
Employee benefits	105,198	408,429	60,659	44,477	104,744	5,591
Payroll taxes	44,876	121,249	24,070	13,146	37,525	2,028
PROFESSIONAL FEES						
Substitute staff	250	8,299	-	-	233	-
Audit fees	2,401	7,757	1,440	1,190	2,014	151
Legal fees	1,287	6,621	1,179	103	349	110
Other professional fees	154	38,695	-	-	-	20
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	26	932	10	13	8	-
In-service training	-	-	-	-	-	-
Conferences and conventions	3,592	6,623	931	236	2,157	-
Other staff development	1,007	1,409	256	191	294	-
OCCUPANCY COSTS						
Rent	45,311	145,252	20,495	16,656	32,015	32
Heating costs	-	-	-	-	-	-
Repairs and maintenance	391	275	190	135	279	3
Other occupancy costs	6,847	21,524	3,089	2,805	4,771	111
CONSUMABLE SUPPLIES						
Office supplies and equipment	5,641	7,523	1,241	1,436	2,046	109
Building and household	1,356	1,907	422	421	587	115
Educational and training	12	-	-	-	-	-
Food	228	7,028	528	242	135	-
Medical supplies	208	409	6,222	5	272	54
Other consumable supplies	12,570	37,008	7,023	5,797	10,588	706
DEPRECIATION	134	280	87	72	130	-
EQUIPMENT RENTAL	1,783	7,901	621	1,986	-	-
EQUIPMENT MAINTENANCE	762	2,289	454	399	622	30
ADVERTISING	351	653	218	42	72	5
PRINTING	271	477	105	102	151	46
TELEPHONE	7,974	25,035	5,105	3,994	10,214	657
POSTAGE	1,078	2,944	338	241	522	9
TRANSPORTATION						
Staff	1,775	34,785	7,594	200	5,875	137
Clients	19	-	158	-	35	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	6,241	3	2	90	-
INSURANCE						
Malpractice and bonding	3,271	6,624	1,574	410	2,973	52
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	4,019	12,986	2,412	1,993	3,371	254
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	25	-	-	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 862,688	\$ 2,578,426	\$ 478,031	\$ 269,475	\$ 734,862	\$ 38,151

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
PERSONNEL COSTS						
Salaries and wages	\$ 104,837	\$ 105,378	\$ 1,112,376	\$ 586,748	\$ 308,207	\$ 6,446
Employee benefits	27,945	28,751	259,007	90,840	67,432	2,415
Payroll taxes	7,581	7,753	81,321	41,949	23,019	438
PROFESSIONAL FEES						
Substitute staff	50	-	1,041	2	36	164,890
Audit fees	276	500	5,371	3,340	1,558	28
Legal fees	174	224	3,439	2,051	973	837
Other professional fees	-	-	72,266	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	1	6	426	103	277	2
In-service training	-	-	-	-	-	-
Conferences and conventions	1,577	1,054	12,813	1,472	174	1
Other staff development	50	417	879	173	285	-
OCCUPANCY COSTS						
Rent	17,999	8,908	58,486	73,936	7,982	362
Heating costs	-	-	-	-	-	-
Repairs and maintenance	19	58	363	456	1,192	2
Other occupancy costs	689	1,154	9,264	10,762	231	71
CONSUMABLE SUPPLIES						
Office supplies and equipment	249	195	7,875	2,438	1,361	36
Building and household	70	146	1,511	981	3,637	10
Educational and training	-	48	-	-	-	-
Food	196	66	2,461	708	22,919	2
Medical supplies	41	2	639	766	686	-
Other consumable supplies	1,470	2,532	28,127	16,259	7,548	177
DEPRECIATION	8	24	134	212	1,353	1
EQUIPMENT RENTAL	-	878	3,620	-	-	-
EQUIPMENT MAINTENANCE	65	169	1,364	1,024	501	6
ADVERTISING	11	336	545	457	60	4
PRINTING	18	51	484	233	36	15
TELEPHONE	2,067	1,579	27,319	15,999	7,370	112
POSTAGE	44	137	1,439	877	189	91
TRANSPORTATION						
Staff	2,471	1,707	35,457	12,858	593	63
Clients	-	-	205	1,560	266	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	-	20,136	10,231	8	-
INSURANCE						
Malpractice and bonding	583	172	9,213	1,165	884	10
Vehicles	-	-	213	-	1,192	-
Comprehensive property and liability	463	836	8,992	5,591	2,608	47
MEMBERSHIP DUES	-	102	150	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	-	450	35	-	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 169,095</u>	<u>\$ 163,183</u>	<u>\$ 1,767,386</u>	<u>\$ 883,226</u>	<u>\$ 462,577</u>	<u>\$ 176,066</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2019 Totals	2018 Totals
PERSONNEL COSTS						
Salaries and wages	\$ 6,918	\$ 415,514	\$ 5,958,934	\$ 659,630	\$ 6,618,564	\$ 5,901,725
Employee benefits	667	70,439	1,276,594	156,414	1,433,008	1,269,250
Payroll taxes	527	31,653	437,135	47,065	484,200	433,032
PROFESSIONAL FEES						
Substitute staff	-	-	174,801	-	174,801	204,618
Audit fees	-	2,349	28,375	2,025	30,400	38,099
Legal fees	-	738	18,085	3,624	21,709	15,081
Other professional fees	-	17,889	129,024	91,257	220,281	135,031
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	380	2,184	491	2,675	3,357
In-service training	-	-	-	-	-	492
Conferences and conventions	727	1,185	32,542	3,899	36,441	20,645
Other staff development	1,433	918	7,312	1,150	8,462	5,906
OCCUPANCY COSTS						
Rent	2	66,107	493,543	106,044	599,587	574,774
Heating costs	-	-	-	-	-	2,376
Repairs and maintenance	-	1,125	4,488	255	4,743	9,004
Other occupancy costs	-	4,233	65,551	26,123	91,674	87,789
CONSUMABLE SUPPLIES						
Office supplies and equipment	-	5,119	35,269	5,508	40,777	35,148
Building and household	-	2,258	13,421	1,168	14,589	9,695
Educational and training	-	-	60	-	60	508
Food	-	16,378	50,891	226	51,117	49,059
Medical supplies	-	1,498	10,802	-	10,802	11,977
Other consumable supplies	1	15,606	145,412	33,781	179,193	39,609
DEPRECIATION	-	18,967	21,402	21,965	43,367	66,140
EQUIPMENT RENTAL	-	-	16,789	1,860	18,649	19,520
EQUIPMENT MAINTENANCE	-	1,305	8,990	29,314	38,304	34,813
ADVERTISING	-	10,176	12,930	8,072	21,002	39,818
PRINTING	-	8,411	10,400	1,669	12,069	8,979
TELEPHONE	1	10,179	117,605	13,580	131,185	143,246
POSTAGE	-	2,776	10,685	1,649	12,334	12,561
TRANSPORTATION						
Staff	-	1,165	104,680	5,836	110,516	106,476
Clients	-	29,667	31,910	17	31,927	25,392
ASSISTANCE TO INDIVIDUALS						
Client services	-	1,429	38,422	-	38,422	44,196
INSURANCE						
Malpractice and bonding	-	808	27,739	697	28,436	42,401
Vehicles	-	3,576	4,981	-	4,981	4,079
Comprehensive property and liability	-	4,243	47,815	3,502	51,317	39,162
MEMBERSHIP DUES	-	852	1,104	2,226	3,330	3,759
INTEREST EXPENSE	-	-	-	987	987	422
CONTRIBUTION EXPENSE	-	-	-	600,000	600,000	325,000
OTHER	-	22,504	23,014	31,669	54,683	54,684
TOTAL FUNCTIONAL EXPENSES	\$ 10,276	\$ 769,447	\$ 9,362,889	\$ 1,861,703	\$ 11,224,592	\$ 9,817,823

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$43,367 and \$66,140 for the years ended June 30, 2019 and 2018, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 4).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). However, income from certain activities not directly related to the tax-exempt purpose is subject to taxation as unrelated business income. Under Internal Revenue Code Section 512, certain parking related expenses determined to be qualified transportation fringes are treated as an increase in the amount of unrelated business taxable income. As a result of these taxable fringes, a tax liability of \$7,203 has been recognized in the financial statements as of June 30, 2019. No tax liability was accrued for the year ended June 30, 2018.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

3. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable, net	618,587	357,323
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Total financial assets	<u>\$ 2,777,748</u>	<u>\$ 2,439,446</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 246,997	\$ 286,217
Less net assets with purpose and time restrictions to be met in less than a year	-	(45,932)
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Amounts not available within one year	<u>1,276,829</u>	<u>1,068,767</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,500,919</u>	<u>\$ 1,370,679</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.38 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$1,033,171 and \$832,126 at June 30, 2019 and 2018, respectively. The cost basis of the Foundation's assets was \$971,974 and \$806,069 at June 30, 2019 and 2018, respectively.

5. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2020. The maximum amount available at June 30, 2019 and 2018 was \$250,000. At June 30, 2019 and 2018 the interest rate was stated at 6.25% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on a yearly basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2019 and 2018 the interest rate was stated a 7% and 6.50%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

6. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 173,783	\$ 159,071
Timken contribution	-	45,932
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 254,997</u>	<u>\$ 286,217</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of Purpose Restrictions:		
Timken contribution	<u>\$ 45,932</u>	<u>\$ 18,687</u>
Total net assets released	<u>\$ 45,932</u>	<u>\$ 18,687</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2019 and 2018 were \$50,204 and \$49,522, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018 approximately 73% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 26% and 42% of the total accounts receivable balances at June 30, 2019 and 2018, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 5.

9. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$618,239 and \$594,294 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 16,200
2021	15,270
2022	<u>9,560</u>
Total	<u>\$ 41,030</u>

See Note 10 for information regarding a lease agreement with a related party.

10. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

<u>Related Party</u>	<u>Function</u>
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance.
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to Affiliate

At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444 and \$123,853, respectively. At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$157,695 and \$63,372, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$576,250 and \$556,500 for the years ended June 30, 2019 and 2018, respectively.

Contribution

During the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000 and \$125,000, respectively. During each of the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$84,899 and \$64,724 for the years ended June 30, 2019 and 2018, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

11. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2019.

12. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019 and 2018. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$707,613 and \$826,500, respectively.

13. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

14. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 31, 2019, the date when the financial statements were available to be issued.

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
Program fees:						
Net client fees	\$ 30,851	\$ 13,176	\$ 22,922	\$ 8,825	\$ 26,614	\$ 679
Medicaid	390,979	3,690,102	349,191	44,396	194,078	87,419
Medicare	167,302	1,493	1,586	(141)	9,545	-
Other insurance	90,572	110,152	(814)	17,764	38,684	2,327
Other program fees	-	-	-	-	-	-
Program sales:						
Service and production	2,665	175	-	-	-	-
Public support:						
United Way	-	62,975	-	32,388	31,796	-
Local/county government	-	36,315	-	108,624	30,000	-
Donations	-	7,150	-	-	-	-
Other public support	32,317	15,389	2,293	-	6,825	-
Div. for Children, Youth & Families	-	1,425	-	-	-	-
Federal funding:						
Other federal grants	18,750	23,232	-	-	-	-
PATH	-	-	-	-	37,000	-
Bureau of Behavioral Health	-	4,050	-	-	132,590	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>(100)</u>	<u>205</u>	<u>1</u>	<u>-</u>	<u>4</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 733,336</u>	<u>\$ 3,965,839</u>	<u>\$ 375,179</u>	<u>\$ 211,856</u>	<u>\$ 507,136</u>	<u>\$ 90,425</u>

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
Program fees:						
Net client fees	\$ 537	\$ 4,320	\$ 52,326	\$ 17,882	\$ 21,915	\$ (311)
Medicaid	66,293	4,938	2,064,754	487,313	396,230	346,208
Medicare	1,550	278	20,203	24,712	1,106	-
Other insurance	423	11,597	6,042	13,416	(668)	(956)
Other program fees	-	-	1,650	-	32,330	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	20,638	-	-	-	-
Local/county government	-	7,500	-	-	-	-
Donations	-	150	12,094	1,000	-	-
Other public support	1,460	-	235,478	46	1,042	-
Div. for Children, Youth & Families	-	-	-	-	-	-
Federal funding:						
Other federal grants	-	17,500	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	-	-	225,000	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>1</u>	<u>10</u>	<u>1,635</u>	<u>-</u>	<u>1</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 70,264</u>	<u>\$ 66,931</u>	<u>\$ 2,394,182</u>	<u>\$ 769,369</u>	<u>\$ 451,956</u>	<u>\$ 344,941</u>

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Education & Training</u>	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2019 Totals</u>	<u>2018 Totals</u>
Program fees:						
Net client fees	\$ -	\$ 68,692	\$ 268,428	\$ -	\$ 268,428	\$ 236,159
Medicaid	-	138,859	8,260,760	-	8,260,760	7,639,201
Medicare	-	-	227,634	-	227,634	250,741
Other insurance	-	61,648	350,187	-	350,187	293,761
Other program fees	19,573	375	53,928	-	53,928	27,435
Program sales:						
Service and production	-	-	2,840	84,899	87,739	72,424
Public support:						
United Way	-	60,215	208,012	-	208,012	191,208
Local/county government	-	-	182,439	-	182,439	197,247
Donations	-	277,508	297,902	2,000	299,902	251,949
Other public support	-	-	294,850	274,148	568,998	38,490
Div. for Children, Youth & Families	-	-	1,425	-	1,425	-
Federal funding:						
Other federal grants	-	98,762	158,244	-	158,244	282,716
PATH	-	-	37,000	-	37,000	36,938
Bureau of Behavioral Health	-	-	361,640	4,708	366,348	359,441
Rental income	-	2,338	2,338	-	2,338	2,807
Net gain on beneficial						
Interest in Foundation	-	-	-	201,350	201,350	194,494
Other	-	420	2,177	70,074	72,251	9,055
TOTAL FUNCTIONAL REVENUES	\$ 19,573	\$ 708,817	\$10,709,804	\$ 637,179	\$ 11,346,983	\$ 10,084,066

**Monadnock Family Services
Board of Directors
2020-2021**

CHAIR 2ND TERM FY 2015-2021**

Sharon Price Stout
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(Home) spricesstout@gmail.com

VICE CHAIR 2ND TERM FY 2018-2023

Brian Donovan
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TREASURER 2ND TERM FY 2016-2021

John Round
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(Business) jround@therichardsgroup.com

SECRETARY 2ND TERM FY 2018-2021

Aaron Moody
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ASST SECRETARY 1ST TERM FY 2018-2021

Sharman Howe
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Laurie Appol 1ST TERM FY 2019-2022

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Mike Chelstowski 2ND TERM FY 2015-2021**

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Susan Doyle 2ND TERM FY 2014-2021**

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Julie Green 1ST TERM FY 2018-2021

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Christine Houston 1ST TERM FY 2020-2024*

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Molly Lane 2ND TERM FY 2016-2021

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Jan Peterson 1ST TERM FY 2019-2022

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Judy Rogers 1ST TERM FY 2019-2022

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Alfred John Santos 1ST TERM FY 2018-2021

2nd time
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(Business) john.santos@timken.com

Joe Schapfro 1ST TERM FY 2020-2023

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Louise Zerba 2ND TERM FY 2014-2021**

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*Finished out Andrews term then her 3 year term
** Mike, Sue, Sharon and Louise 1 year extension.

Chelsea Ordway

Profile

Mental Health Psychology graduate student with experience working with children ages 5-18. And adults 19-50 since 2013. Ability to work with clients one on one, in small groups, and or in large groups. Have experience working with children and adults who have behavioral troubles and mild to severe mental illnesses. Experience with leadership and community engagement. Creative problem solver with all ages.

Education

Mental Health Psychology degree **Graduated 5/11/2019**

Child Welfare and Family Studies Minor **3.3 GPA Honors Cum Laude**

Plymouth State University, Plymouth, NH

Skills & Proficiencies

- Computer literate
- Proficient in computer expertise- Microsoft and Google docs.
- Proficient in conflict and resolution.
- Proficient in different company computer systems (Avatar. Concord Hospital.)
- Proficient in creating safety plans and discharge planning.
- Team building- strong team leader and works well with peers and colleagues.
- Experience working with youth especially SED youth.
- Communication-Able to develop productive relationships with colleagues, staff and clients at all levels.
- CPI trained and certified **June 2019**
- CPR certified **June 2019**

Relevant Experience

Work: Brattleboro Retreat VT June 24th 2019- April 8th 2020

Intensive youth unit: Mental Health Worker

Full time 32 hours

Worked as an essential worker during the COVID 19 pandemic.

- Practice spatial awareness.
- Encourage Dialectical Behavioral Therapy with patients.
- Proficient in deescalating distressed patients.
- Plan activities for the day. This includes making a daily schedule and completing tasks on time.
- Making sure my patient's needs are met. This includes making sure they are keeping up with hygiene, eating and practicing safe coping skills.

- Proficient in taking vital signs for patients. This includes blood pressure, temperature and heart rate.
- Experience with teaching life skills to youth. In this field as a mental health worker I mainly teach the patients healthy coping skills to succeed successfully in emotion regulation after treatment and practice those coping skills with them daily. I also give advice about how to live outside a hospital setting.
- Encourage the youth to keep up on hygiene.
- Proficient in running meetings and groups with youth.
- This job also required me to be a strong team player. Working alongside my coworkers and having the same vision was extremely important.
- Provided a structured milieu.

Internship: New Hampshire Hospital. Concord NH

Adult unit: 110 hours **January 30th 2019- May 6th 2019**

- Shadowed a Psychiatric Social Worker and performed some PSW tasks.
- Proficient in writing safety plans and discharge plans and discussing them with client.
- Familiar with psychosocial paperwork.
- Fulfilled patient needs. This includes getting the patient back into the community setting. Finding them housing, connect them with mental health providers to work with. Finding them the resources they need.
- Collaborate with clients on additional support services.

Work: Becket house in Warren NH **July 25th- August 8th 2018**

Full time 40 hours a week.

- Experience in one on one supervision.
- Organized programing for the student and motivated them to get involved in activities.
- Fulfilled student's needs which included getting them to school, making food, cleaning, encouraging the youth to clean their living quarters.
- Provided crisis intervention. This included walking through stressful times with the students and helping them resolve issues with each other in a clam manner. Being an ear for them to talk to. And also recognizing the signs of a crisis or when one might begin.
- Within this job I also taught and reinforced life skills. These skills included emotion regulation, hygiene, sometimes about food and healthy eating and water intake. How to clean their rooms, bathrooms and living areas was also taught.
- Proficient in room searchers and cleaned rooms.
- Familiar with computer programing and daily progress notes.

Internship: Becket house in Plymouth NH **Summer of 2018**

- Shadowed a residential staff member. Helped with supervision.
- Fulfilled student needs, which included getting the students to school on time, feeding them, getting the students to follow a schedule that was previously made.
- Provided a safe space for the students if they needed to talk.

Volunteer: Pemi Youth Center. Plymouth, NH **Fall 2016-Spring 2017**

Three hours a day, twice a week.

- Supervised children 12-18.
- Played games and interacted with them.
- Resolved conflicts between children with calm demeanor.
- Was an ear for children who needed someone to listen to them.
- Helped run empowerment groups for women.
- Provided dinner and snacks.

Work: Camp leader in a small town. Fitzwilliam, NH July 2013- August 2017

40 hours a week.

- Worked with Children from ages 5-13.
- Created a daily schedule which provided structure and supervised activities.
- In charge of my own group of children: ages 12-13
- Provided campers with crisis intervention.

International experience: International Service Trip

Plymouth State University: Jamaica 2018- 2019 school year

- Fundraising up to \$1,000.
- This trip was made to serve the parish of Westmorland. The community there told us what they needed and we did as much as possible to meet their needs.
- Worked in school settings with young kids under 16.
- Painted a school.
- Explored and took part of the Jamaican culture.
- Community engagement. While in Jamaica we were involved with the local community club. Where we hosted game nights, dinners and other community activities.

Emergency response: Service trip Plymouth State University. March 9th -16th 2019

North Carolina

- Hurricane relief: House repair and gutting process.
- Meeting the expectations of the community. When we arrived in NC we asked the community what they needed from us, this was mostly repairing or gutting houses that were hit by the hurricane.
- Community engagement. While on this trip I was involved deeply within the community. We stayed at a local church and met with many community members. We shared what we were doing with other community members as well and even met with some of the house owners.
- Project management skills. When we arrived at the assigned house that we would be working on the team and I developed a plan for the interior demolition work.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Chesea Ordway	Program Specialist	32,059	1.0	32059
TDB	Chief Program Officer	80,000	.05	4000



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
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Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hë-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 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.

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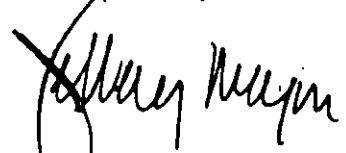
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			Subtotal	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				\$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-05)

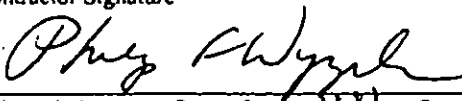
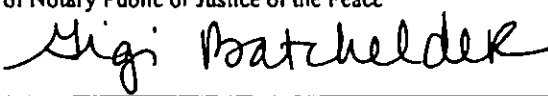
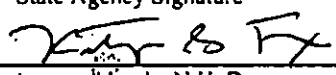
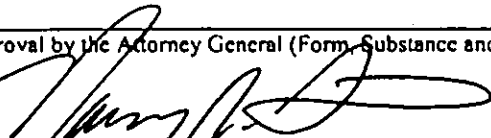
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHILIP WYZIK CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 25, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace GIGI A. BATCHELDER, Notary Public My Commission Expires May 1, 2024			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"); engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
 - 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date 25-19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**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.

PPW

**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.

OPW

**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.

PPW

**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

- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

OPW

7.25.19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
 - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

PKW
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**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, 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.

OPW

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Household Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: 8/1/20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSB contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,324.00	\$ -	\$ 41,324.00	\$ -	\$ -	\$ -	\$ 41,324.00	\$ -	\$ 41,324.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel and Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchased/Construction	\$ 730.00	\$ -	\$ 730.00	\$ -	\$ -	\$ -	\$ 730.00	\$ -	\$ 730.00
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 273.00	\$ -	\$ 273.00	\$ -	\$ -	\$ -	\$ 273.00	\$ -	\$ 273.00
9. Travel	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
10. Contingency	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
11. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laboratory	\$ 730.00	\$ -	\$ 730.00	\$ -	\$ -	\$ -	\$ 730.00	\$ -	\$ 730.00
Perkins	\$ 278.00	\$ -	\$ 278.00	\$ -	\$ -	\$ -	\$ 278.00	\$ -	\$ 278.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 873.00	\$ -	\$ 873.00	\$ -	\$ -	\$ -	\$ 873.00	\$ -	\$ 873.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contractual)	\$ 313.00	\$ -	\$ 313.00	\$ -	\$ -	\$ -	\$ 313.00	\$ -	\$ 313.00
9. Salaries	\$ 430.00	\$ -	\$ 430.00	\$ -	\$ -	\$ -	\$ 430.00	\$ -	\$ 430.00
12. Materials/Construction	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
13. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Assets, Grants, and Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Receipts Check	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
14. Admin	\$ -	\$ 7,792	\$ 7,792	\$ -	\$ -	\$ -	\$ -	\$ 7,792	\$ 7,792
TOTAL	\$ 86,788	\$ 7,792	\$ 94,580	\$ -	\$ -	\$ -	\$ 86,788	\$ 7,792	\$ 94,580

Included As A Portion of Other 1794

Pfw
 Contract # 2020-15

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Homebased Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: 07/01 (July 1, 2020) - June 30, 2021

Main Item	Total Program Cost			Contractor Share / Match			Funded by DHEHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 85,144.00	\$ -	\$ 85,144.00	\$ -	\$ -	\$ -	\$ 85,144	\$ -	\$ 85,144.00
2. Employee Benefits	18,843.00	-	18,843.00	-	-	-	18,843	-	18,843.00
3. Commodity	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Construction	1,000.00	-	1,000.00	-	-	-	1,000	-	1,000.00
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	300.00	-	300.00	-	-	-	300	-	300.00
6. Travel	2,400.00	-	2,400.00	-	-	-	2,400	-	2,400.00
7. Occupancy	450.00	-	450.00	-	-	-	450	-	450.00
8. Capital Expenses	-	-	-	-	-	-	-	-	-
Leasehold	300.00	-	300.00	-	-	-	300	-	300.00
Purchase	300.00	-	300.00	-	-	-	300	-	300.00
Subscriptions	-	-	-	-	-	-	-	-	-
Fuel and Labor	450.00	-	450.00	-	-	-	450	-	450.00
Insurance	600.00	-	600.00	-	-	-	600	-	600.00
Hotel Expenses	-	-	-	-	-	-	-	-	-
Miscellaneous (Contractors)	600.00	-	600.00	-	-	-	600	-	600.00
Supplies	600.00	-	600.00	-	-	-	600	-	600.00
9. Software	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	750.00	-	750.00	-	-	-	750	-	750.00
12. Recreational/Entertainment	-	-	-	-	-	-	-	-	-
13. Other (Include Break consistency)	-	-	-	-	-	-	-	-	-
Contract Breakout Check	600.00	-	600.00	-	-	-	600	-	600.00
14. Admin	-	8,722	8,722	-	-	-	-	8,722	8,722
TOTAL	\$ 81,817	\$ 8,722	\$ 90,539	\$ -	\$ -	\$ -	\$ 81,817	\$ 8,722	\$ 90,539

Contractor As A Percent of Budget 17.6%

PW
 1-25-17



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 JKW

Date 7-25-19



**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.

Exhibit C - Special Provisions

Contractor Initials

PPW



**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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials



New Hampshire Department of Health and Human Services
Exhibit C

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Exhibit C - Special Provisions

Contractor Initials

[Handwritten initials]

Date 7.25.19

**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.

Exhibit C-1 - Revisions/Exceptions to Standard Contract Language Contractor Initials

PPW

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials

OPW

Date 7-25-19

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

Date

7/25/19

Name:
Title:

Philip K. [Signature]
CEO

Vendor Initials

[Signature]

Date 7-25-19

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/25/15
Date

Philip W. [Signature]
Name:
Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor initials PW

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 Order 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

[Handwritten Signature]

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 (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/25/19
Date

Philip Lopez
Name:
Title: CEO

Vendor Initials

P/L
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 8106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13278 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

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:

7/25/19
Date

[Signature]
Name:
Title: CEO

Exhibit G

Vendor Initials [Signature]

Certification of Compliance with requirements pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/25/19
Date

Phyllis W. [Signature]
Name:
Title: CEO

Vendor Initials *[Signature]*
Date 7-25-19

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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- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/2/19
Date

Moxalach Family Surco
Name of the Vendor

Philip Wyzik
Signature of Authorized Representative

PHILIP WYZIK
Name of Authorized Representative

CEO
Title of Authorized Representative

7/25/19
Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/25/19
Date

Philip Wyzel
Name:
Title: (CO)

Vendor initials CPW
Date 7.25.19

New Hampshire Department of Health and Human Services
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FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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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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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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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K
DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- 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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



-
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

MPW

7/25/15



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1st Amendment to the Housing Bridge contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 100 W. Pearl St, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,705,587
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Community Council of Nashua, NH d/b/a
Greater Nashua Mental Health Center at
Community Council

Amendment #1

Contractor Initials





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



New Hampshire Department of Health and Human Services Housing Bridge Subsidy Program Services

approved by the Department.

- 7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:

- 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
- 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
- 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.

- 8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

- 9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

- 5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.
- 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
- 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.

- 10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

- 11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

- 12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/27/2020

Date

DocuSigned by:
Katja Fox
ED8D05804C83442
Name: Katja Fox
Title: director

Community Council of Nashua, NH d/b/a
Greater Nashua Mental Health Center at Community
Council

10/23/2020

Date

DocuSigned by:
Cynthia Whitaker
884332650308451
Name: Cynthia Whitaker
Title: Interim President and CEO



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/29/2020

Date

DocuSigned by:

D5CA9202E32C4AE

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council Budget Request for: Housing Bridge Subsidy Program Services Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 165,432.00	\$ -	\$ 165,432.00	\$ -	\$ -	\$ -	\$ 165,432	\$ -	\$ 165,432.00
2. Employee Benefits	\$ 49,630.00	\$ -	\$ 49,630.00	\$ -	\$ -	\$ -	\$ 49,630	\$ -	\$ 49,630.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
6. Travel	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000.00
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ 2,600.00
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200.00
9. Software	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,670.00	\$ -	\$ 1,670.00	\$ -	\$ -	\$ -	\$ 1,670	\$ -	\$ 1,670.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 28,618	\$ 28,618	\$ -	\$ -	\$ -	\$ -	\$ 28,618	\$ 28,618
TOTAL	\$ 238,482	\$ 28,618	\$ 267,100	\$ -	\$ -	\$ -	\$ 238,482	\$ 28,618	\$ 267,100

Indirect As A Percent of Direct

12.0%

State of New Hampshire

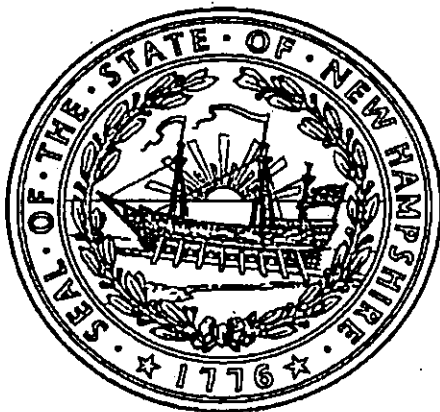
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63050

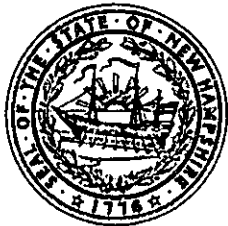
Certificate Number: 0004927149



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Business Name : THE COMMUNITY COUNCIL OF NASHUA, N.H.

Business ID : 63050

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0004773908	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003186377	11/09/2015	11/09/2015	Annual Report	2015
0000661057	04/14/2011	04/14/2011	Reinstatement	2010
0000661056	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0000661055	10/11/2010	10/11/2010	Reminder Letter	N/A
0000661054	12/22/2005	12/22/2005	Annual Report	2005
0000661053	04/20/2001	04/20/2001	Reinstatement	2000
0000661052	02/01/2001	02/01/2001	Admin Dissolution/Suspension	N/A
0000661051	11/20/1995	11/20/1995	Annual Report	1995
0000661050	02/12/1990	02/12/1990	Annual Report	1990
0000661049	01/02/1976	01/02/1976	Annual Report	N/A
0000661048	06/01/1956	06/01/1956	Annual Report	N/A
0000661047	12/24/1923	12/24/1923	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
Center for Psychiatric Advancement	542804	Expired
THE BARGAIN HUNTER	138779	Expired
Greater Nashua Mental Health Center at Community Council	604020	Active
INTEGRATE HEALTH	793678	Active
GREATER NASHUA MENTAL HEALTH	807172	Active

Name History

Name	Name Type
No Name Changes found for this business.	

CERTIFICATE OF AUTHORITY

I, Pamela Burns, Board Chair, hereby certify that:

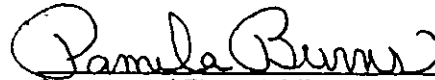
1. I am a duly elected Clerk/Secretary/Officer of Greater Nashua Mental Health

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 21, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Cynthia L. Whitaker, PsyD, MLADC, Interim President and Chief Executive Officer, is duly authorized on behalf of Greater Nashua Mental Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/22/20



Signature of Elected Officer

Name: Pamela Burns

Title: Board Chair,
Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com
INSURER(S) AFFORDING COVERAGE:	
INSURED COMCO3 The Community Council of Nashua NH Inc 100 West Pearl St Nashua NH 03060	INSURER A: Scottsdale Insurance Co INSURER B: Selective Insurance Group Inc. 14376 INSURER C: Eastern Alliance Insurance Group INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 177046000** **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS1585686	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			S2291649	11/12/2019	11/12/2020	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 \$ 10,000			UMS0028329	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			03000011395901	1/15/2020	1/15/2021	<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 Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2019	11/12/2020	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage: NH; no excluded officers.

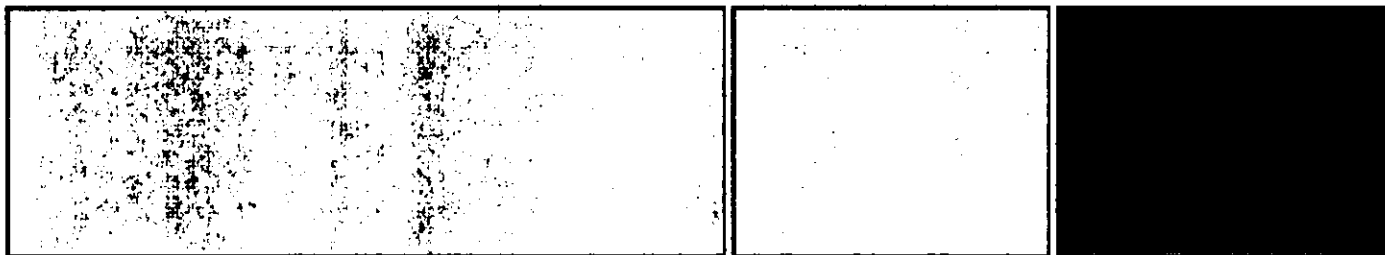
NH DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.



GNMH Greater Nashua
Mental Health

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

The Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health
Page 2

Report on Summarized Comparative Information

We previously audited the financial statements of the Organization as of and for the year ended June 30, 2018, and in our report dated October 24, 2018 we expressed an unmodified opinion on those statements. As part of our audit of the 2019 financial statements, we also audited the adjustments to the 2018 financial statements to retrospectively apply the change in accounting as described in the following paragraph. In our opinion, such adjustments are appropriate and have been properly applied, and the summarized comparative information presented herein as of and for the year ended June 30, 2018 is otherwise consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), during the year ended June 30, 2019. Our opinion is not modified with respect to this matter.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
October 23, 2019

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Financial Position.

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
ASSETS		
Cash and cash equivalents	\$ 2,450,691	\$ 1,464,134
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$868,900 in 2019 and \$174,846 in 2018	1,327,181	1,829,455
Investments	1,853,735	1,763,228
Prepaid expenses	215,098	177,199
Property and equipment, net	<u>3,051,239</u>	<u>2,933,666</u>
Total assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 575,082	\$ 271,513
Accrued payroll and related activities	914,303	371,681
Estimated third-party liability	-	950,075
Accrued vacation	372,238	322,611
Deferred revenue	8,930	-
Notes payable, net of unamortized deferred issuance costs	1,460,491	1,544,974
Capital lease obligation	<u>-</u>	<u>5,759</u>
Total liabilities	<u>3,331,044</u>	<u>3,466,613</u>
Net assets		
Without donor restrictions		
Undesignated	3,195,674	2,397,774
Board designated	<u>2,096,407</u>	<u>2,044,023</u>
Total without donor restrictions	5,292,081	4,441,797
With donor restrictions	<u>274,819</u>	<u>259,272</u>
Total net assets	<u>5,566,900</u>	<u>4,701,069</u>
Total liabilities and net assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

	2019			<u>2018</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	
Revenues and support				
Program service fees, net	\$ 12,564,103	\$ -	\$ 12,564,103	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	2,244,369	-	2,244,369	1,667,297
Federal grants	305,915	-	305,915	523,627
Rental income	8,886	-	8,886	10,638
Contributions and support	153,665	-	153,665	138,800
Other	<u>462,233</u>	<u>-</u>	<u>462,233</u>	<u>189,711</u>
Total revenues and support	<u>15,739,171</u>	<u>-</u>	<u>15,739,171</u>	<u>13,072,623</u>
Expenses				
Program services				
Children's and adolescents' services	1,880,533	-	1,880,533	1,449,647
Adult services	3,952,548	-	3,952,548	3,988,401
Elderly services	513,666	-	513,666	453,161
Deaf services	391,655	-	391,655	344,051
Substance abuse disorders	610,322	-	610,322	532,094
Medical services	1,572,645	-	1,572,645	1,540,437
Other programs	<u>1,648,908</u>	<u>-</u>	<u>1,648,908</u>	<u>1,181,923</u>
Total program services	10,570,277	-	10,570,277	9,489,714
General and administrative	4,370,159	-	4,370,159	2,995,802
Development	<u>40,834</u>	<u>-</u>	<u>40,834</u>	<u>70,885</u>
Total expenses	<u>14,981,270</u>	<u>-</u>	<u>14,981,270</u>	<u>12,556,401</u>
Income from operations	<u>757,901</u>	<u>-</u>	<u>757,901</u>	<u>516,222</u>
Other income				
Investment income, net	26,241	4,418	30,659	26,103
Realized and unrealized gains on investments	<u>66,142</u>	<u>11,129</u>	<u>77,271</u>	<u>41,184</u>
Total other income	<u>92,383</u>	<u>15,547</u>	<u>107,930</u>	<u>67,287</u>
Excess of revenues and support and other income over expenses and change in net assets	850,284	15,547	865,831	583,509
Net assets, beginning of year	<u>4,441,797</u>	<u>259,272</u>	<u>4,701,069</u>	<u>4,117,560</u>
Net assets, end of year	<u>\$ 5,292,081</u>	<u>\$ 274,819</u>	<u>\$ 5,566,900</u>	<u>\$ 4,701,069</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 4,118,951	\$ 5,187,019	\$ 882,865	\$ 218,269	\$ 283,540	\$ 851,696	\$ 563,190	\$ 12,105,430	\$ 458,673	\$ -	\$ 12,664,103
New Hampshire Bureau of Behavioral Health	142,426	663,132	-	326,407	2,581	-	1,104,823	2,239,369	5,000	-	2,244,369
Federal grant	-	37,413	-	-	122,178	-	146,324	305,915	-	-	305,915
Rental income	-	3,320	-	-	-	-	-	3,320	5,566	-	8,886
Contributions and support	-	-	100	-	-	-	-	100	418	153,147	153,665
Other	-	1,024	9,608	-	307,213	-	-	317,845	252,318	-	670,163
Total revenues and support and other income	<u>\$ 4,261,377</u>	<u>\$ 5,891,908</u>	<u>\$ 892,573</u>	<u>\$ 544,676</u>	<u>\$ 715,512</u>	<u>\$ 851,696</u>	<u>\$ 1,814,337</u>	<u>\$ 14,971,979</u>	<u>\$ 721,975</u>	<u>\$ 153,147</u>	<u>\$ 15,847,101</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 4,261,377	\$ 5,891,908	\$ 892,573	\$ 544,676	\$ 715,512	\$ 851,596	\$ 1,814,337	\$ 14,971,979	\$ 721,975	\$ 163,147	\$ 15,847,101
Expenses											
Salaries and wages	1,359,295	2,787,149	368,596	250,612	472,082	789,291	1,126,059	7,153,084	1,957,669	18,446	9,129,199
Employee benefits	280,281	482,280	62,740	43,991	44,502	99,149	180,640	1,193,583	312,863	4,407	1,510,853
Payroll taxes	101,401	207,115	27,607	18,994	35,225	53,823	76,229	520,394	145,350	1,407	667,151
Substitute staff	-	-	-	-	-	-	-	-	13,574	-	13,574
Accounting	-	-	-	-	-	-	130	130	85,611	23	86,764
Legal fees	-	8,724	2,524	-	-	-	2,699	13,947	41,082	-	55,029
Other professional fees	6,989	14,576	6,884	22,429	7,664	608,745	153,766	821,053	180,959	5,118	1,007,130
Journals and publications	-	-	-	-	-	-	-	-	175	-	175
Conferences	2,229	2,476	49	5,186	5,293	894	4,253	20,380	10,749	-	31,129
Other staff development	2,110	2,428	490	-	-	538	6,486	12,052	30,904	-	42,956
Mortgage interest	-	-	-	-	-	-	-	-	75,835	-	75,835
Heating costs	-	-	-	-	-	-	-	-	26,036	-	26,036
Other utilities	-	365	-	-	-	-	-	365	108,650	-	109,015
Maintenance and repairs	-	3,480	-	-	-	-	-	3,480	265,464	-	268,944
Other occupancy costs	-	-	-	-	-	-	-	-	83,337	-	83,337
Office	6,938	8,371	522	330	3,732	5,550	19,670	45,113	457,500	5,259	507,872
Building and household	162	-	-	-	-	-	-	162	39,424	-	39,586
Food	326	1,248	-	-	510	132	991	3,207	8,591	32	11,830
Advertising	-	-	-	-	-	-	3,686	3,686	-	65	3,751
Printing	1,236	2,699	184	287	144	292	534	5,376	1,737	4,639	11,762
Communication	10,215	36,007	4,540	5,310	2,512	147	7,900	66,631	122,874	-	189,505
Postage	22	16	-	-	-	28	-	66	7,303	611	7,980
Staff	40,446	144,210	20,539	31,723	3,033	1,384	19,514	260,849	8,898	166	269,913
Client services	30,200	181,975	220	5	15,118	215	3,247	230,980	1,200	-	232,180
Malpractice insurance	-	-	-	-	-	-	-	-	147,439	-	147,439
Vehicle insurance	-	-	-	-	-	-	-	-	1,294	-	1,294
Property and liability insurance	-	-	-	-	-	-	-	-	61,289	-	61,289
Other interest	-	-	-	-	-	-	-	-	1,316	-	1,316
Depreciation	37,844	69,346	18,496	12,389	20,381	12,457	37,672	208,585	55,877	409	264,871
Equipment rental	-	-	-	-	-	-	90	90	53,490	-	53,580
Equipment maintenance	-	-	-	-	-	-	-	-	3,573	-	3,573
Membership dues	786	75	275	399	126	-	2,255	3,916	43,356	-	47,272
Other	53	8	-	-	-	-	3,087	3,148	15,740	252	19,140
Total expenses before allocation	1,880,533	3,952,548	513,666	391,655	610,322	1,572,645	1,648,908	10,570,277	4,370,159	40,834	14,981,270
General and administrative allocation	972,845	2,389,165	351,277	154,286	276,221	(721,049)	191,727	3,614,472	(3,630,233)	15,761	-
Total expenses	2,853,378	6,341,713	864,943	545,941	886,543	851,596	1,840,635	14,184,749	739,926	56,595	14,981,270
Change in net assets	\$ 1,407,999	\$ (449,805)	\$ 27,630	\$ (1,265)	\$ (171,031)	\$ -	\$ (26,298)	\$ 787,230	\$ (17,951)	\$ 96,552	\$ 865,831

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Cash Flows

Year Ended June 30, 2019

(With Comparative Totals for Year Ended June 30, 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 865,831	\$ 583,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	265,718	251,257
Net realized and unrealized gains on investments	(77,271)	(41,184)
Provision for bad debt	1,763,837	1,286,950
Gain on sale of assets	-	441
Changes in operating assets and liabilities		
Accounts receivable	(1,261,563)	(1,658,315)
Prepaid expenses	(37,899)	14,164
Accounts payable and accrued expenses	407,847	20,655
Accrued payroll and related expenses and vacation	592,249	17,690
Estimated third-party liability	(950,075)	817,600
Deferred revenue	8,930	-
Net cash provided by operating activities	<u>1,577,604</u>	<u>1,292,767</u>
Cash flows from investing activities		
Purchases of investments	(561,223)	(618,427)
Proceeds from the sale of investments	547,987	629,301
Purchase of property and equipment	<u>(486,724)</u>	<u>(207,305)</u>
Net cash used by investing activities	<u>(499,960)</u>	<u>(196,431)</u>
Cash flows from financing activities		
Net repayment on the line of credit	-	(248,224)
Principal payments on notes payable and capital lease obligations	<u>(91,087)</u>	<u>(128,532)</u>
Net cash used by financing activities	<u>(91,087)</u>	<u>(376,756)</u>
Net increase in cash and cash equivalents	986,557	719,580
Cash and cash equivalents, beginning of year	<u>1,464,134</u>	<u>744,554</u>
Cash and cash equivalents, end of year	<u>\$ 2,450,691</u>	<u>\$ 1,464,134</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 42,563</u>	<u>\$ 146,843</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recently Adopted Accounting Pronouncement

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU was adopted by the Organization for the year ended June 30, 2019.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2018 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. At June 30, 2019, management determined the Organization was within minimum threshold levels and did not need to recognize a potential repayment to third party organizations.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2019 and 2018. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2019, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents available for operations	\$ 1,933,201	\$ 924,067
Accounts receivable, net	<u>1,327,181</u>	<u>1,829,455</u>
Financial assets available to meet general expenditures within one year	<u>\$ 3,260,382</u>	<u>\$ 2,753,522</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2019. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 85% and 76% of the Organization's net program service fees for 2019 and 2018, respectively. Net revenues from the Medicaid program accounted for approximately 8% and 11% of the Organization's net program service fees for 2019 and 2018, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2019 and 2018 from those major sources is as follows:

	<u>2019</u>	<u>2018</u>
Private pay	\$ 1,162,551	\$ 1,401,634
Medicaid	1,997,276	1,880,676
Medicare	1,083,321	1,147,556
Other payers	797,098	916,677
Managed care	<u>19,050,284</u>	<u>16,899,789</u>
	<u>24,090,530</u>	<u>22,246,332</u>
Less: Contractual adjustments	(2,912,404)	(4,426,265)
Capitation adjustments	(6,850,186)	(5,990,567)
Provision for bad debt	<u>(1,763,837)</u>	<u>(1,286,950)</u>
	<u>(11,526,427)</u>	<u>(11,703,782)</u>
Program service fees, net	<u>\$ 12,564,103</u>	<u>\$ 10,542,550</u>

The increase in bad debt expense in 2019 as compared to 2018 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2019</u>	<u>2018</u>
Private pay	34 %	34 %
Medicaid	31	31
Medicare	6	15
Other	9	10
Managed care	<u>20</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Common stocks	\$ 738,894	\$ 554,946
Equity mutual funds	258,423	403,223
U.S. Treasury bonds	487,623	436,769
Corporate bonds	255,204	270,297
Corporate bond mutual funds	<u>113,591</u>	<u>97,993</u>
	<u>\$ 1,853,735</u>	<u>\$ 1,763,228</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2019</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>
	<u>2018</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Mortgage-backed securities	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	<u>2019</u>	<u>2018</u>
Land, buildings and improvements	\$ 5,539,240	\$ 5,028,346
Furniture and equipment	318,374	284,824
Computer equipment	278,083	254,861
Software	706,407	684,047
Vehicles	33,191	-
Construction in process	<u>-</u>	<u>240,773</u>
	6,875,295	6,492,851
Less accumulated depreciation	<u>(3,824,056)</u>	<u>(3,559,185)</u>
Property and equipment, net	<u>\$ 3,051,239</u>	<u>\$ 2,933,666</u>

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

7. **Endowment**

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2019, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2019 and 2018, the Board of Directors approved a flat appropriation of \$40,000 from board-designated endowment funds to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2019 and 2018.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 274,819	\$ 274,819
Board-designated endowment funds	<u>1,596,406</u>	<u>-</u>	<u>1,596,406</u>
	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2018	\$ 1,544,023	\$ 259,272	\$ 1,803,295
Investment return	92,383	15,547	107,930
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2019	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

The endowment net asset composition by type of fund as of June 30, 2018 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 259,272	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 249,797	\$ 1,775,808
Contributions	200	-	200
Investment return	57,812	9,475	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.5% at June 30, 2019). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2019 or 2018. The line of credit agreement has a maturity date of February 28, 2020.

Notes Payable

The Organization had the following notes payable:

	<u>2019</u>	<u>2018</u>
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property.	\$ 836,858	\$ 888,676
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>624,817</u>	<u>658,329</u>
	<u>1,461,675</u>	<u>1,547,005</u>
Less: unamortized deferred issuance costs	<u>(1,184)</u>	<u>(2,031)</u>
Total notes payable	<u>\$ 1,460,491</u>	<u>\$ 1,544,974</u>

The scheduled maturities on notes payable are as follows:

2020	\$	77,170
2021		81,662
2022		86,192
2023		90,972
2024		1,125,679

Cash paid for interest approximates interest expense.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2019.

9. Commitments and Contingencies

Operating Leases

Rent expense of \$13,823 and \$12,079 for various equipment was incurred for the years ended June 30, 2019 and 2018, respectively, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the years ending June 30 are as follows:

2020	\$ 11,474
2021	2,093
2022	2,093
2023	2,093
2024	<u>349</u>
	<u>\$ 18,102</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2019 and 2018. Expenses associated with this plan were \$141,033 and \$102,941 for the years ended June 30, 2019 and 2018, respectively.



BOARD OF DIRECTORS 2020

- | | |
|--|----------------|
| ROBERT S. AMREIN, Esquire <ul style="list-style-type: none">• <i>Retired: Attorney / Consultant</i> | Hudson, NH |
| PAMELA BURNS - Chair <ul style="list-style-type: none">• <i>Dental Hygienist</i> | Nashua, NH |
| CHRISTINE FURMAN <ul style="list-style-type: none">• <i>Retired: Financial Management (2-Term) NH State Representative</i> | Hollis, NH |
| JONE LABOMBARD - Secretary <ul style="list-style-type: none">• <i>Retired Educator</i> | Hollis, NH |
| KAREN LASCELLE, CPA - Treasurer <ul style="list-style-type: none">• <i>Certified Public Accountant</i> | Nashua, NH |
| ROBYN MOSES-HARNEY <ul style="list-style-type: none">• <i>Vice President of Human Resources, PlaneSense, Inc., Portsmouth</i> | Hudson, NH |
| ELIZABETH SHEEHAN <ul style="list-style-type: none">• <i>Director, HR Solution Delivery Hub No. America, Iron Mountain</i> | Litchfield, NH |
| MARY ANN SOMERVILLE <ul style="list-style-type: none">• <i>Retired: Software design, development, support</i> | Litchfield, NH |
| DIANE VIENNEAU - Vice Chair <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i> | Nashua, NH |
| LISA YATES <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i> | Nashua, NH |

Arielle J. Rusere, CPA

EDUCATION

B.S. Accounting and Mathematics, Linfield College

- Overall GPA 3.89, Accounting GPA 3.85, Cum Laude

EXPERIENCE

Medical Teams International

Non-profit disaster and humanitarian response organization

Accounting Manager, October 2017-Present

Senior Accountant, October 2014-September 2017

Staff Accountant, November 2012-September 2014

- Report against an annual cash budget of approximately \$33 million
- Prepare and provide accurate and timely monthly financial statements to the Executive Team and Budget Managers to support appropriate financial management
- Implemented and continue to provide support for a new ERP system in Tanzania and Uganda field offices
- Implemented paperless expense reporting system for US based staff
- Ensure accurate maintenance of all general ledger accounts and records, including reconciling corporate bank accounts and balance sheet accounts monthly
- Developed quarterly variance analysis and forecasting tools for budget managers, in order to track against organization's financial objectives
- Provide financial information necessary to update the enterprise dashboard, a numerical and visual depiction of the organization's progress against its objectives
- Manage annual external audit
- Prepare schedules for the annual 990 tax return
- Calculate and propose Negotiated Indirect Cost Rate Agreement (NICRA) for US Government Grants
- Prepare scheduled reporting to individual, foundation, government and institutional donors
- Supervise the Gift Processing Specialist and Accounts Payable/Payroll Coordinator, setting annual objectives to meet departmental and organizational goals
- Monitor and analyze department work to develop more efficient procedures and use of resources while maintaining a high level of accuracy
- Advise staff regarding the handling of non-routine reporting transactions
- Review and incorporate field financial information into the headquarters financial system
- Provide support to field offices located in Bangladesh, Guatemala, Lebanon, Liberia, Tanzania and Uganda, while remaining sensitive to cultural differences and barriers
- Performed internal audits of Liberia, Cambodia, Uganda and Guatemala offices
- Assist in annual renewal of corporate insurance policies

Arielle J. Rusere, CPA

Stoel Rives, LLP

Credit Analyst, June 2011-October 2012

- Analyze the creditworthiness of potential and existing clients
- Communicate with attorneys and clients regarding past-due balances of \$20,000 and less
- Prepare manual reminders for delinquent legal fees, calculating interest and total balance due

SKILLS

- Extensive knowledge of Dynamics Great Plains, Sage 50 Accounting Premium, Unit 4/UBW, Dynamics CRM, Microsoft Word, Excel, Outlook, Paychex, Paycom
- Ability to perform with speed and high accuracy on both keyboard and 10-key pad
- Excellent leadership and organizational skills

Carolanne Caron, CPA

Summary

An experienced accountant with over 15 years working in the financial institutions, construction, manufacturing, retail, service, nonprofit, and investments industries. A self-starter who excels in a fast paced challenging environment and never stops learning or improving. Skilled in policy setting; communication with peers, outside departments, auditors, and board of directors; and setting priorities, Carolanne will take your company to the next level.

Highlights

- G/L and subsidiary ledger accounting
- Generally Accepted Accounting Principles
- Month-end preparation & journal entries
- Variance and data analysis
- Consolidated financial statements
- Cash flow statements
- Profit and loss analysis
- Job costing
- Public, private, and fund accounting
- Strategic planning
- Regulation interpretation and application
- Inventory management
- * Balance sheet reconciliations
- * Budget development and management
- * Account analysis
- * Financial reporting
- * Fixed asset management
- * General ledger analysis
- * Lien waivers and certificates of insurance
- * Audit engagements
- * Consulting engagements
- * Internal control analysis and enhancement
- * Policy setting
- * Experienced liaison to external auditors

Experience

- | | | |
|---|--------------------------------------|--------------|
| PT United, LLC | <i>Controller</i> | 2019-present |
| <ul style="list-style-type: none"> • Supervising 2 full time full cycle accounts receivable clerks and an outsourced team in the Philippines consisting of 1 part time supervisor and 2 full time data entry and accounts receivable/accounts payable clerks • Cleanup of books since inception and implementation of new revenue recognition procedures • Managing conversion of accounting system from cash basis to accrual basis • Incorporating new division into financial statements and procedures • Performing daily accounts receivable and accounts payable/cost accounting functions when clerks are unavailable • Monthly activity posting, journal entry posting, reconciliation, and close • Payroll processing for 16 employees through Trivantus • Monthly filing of sales tax returns for each state • Developed Standard Operating Procedures for the accounting department • Liaison to tax accountant • Acquisition of Paycheck Protection Program loan through the SBA | | |
| Digital Federal Credit Union | <i>Member Service Representative</i> | 2019-2020 |
| <ul style="list-style-type: none"> • Helping community members identify their needs to set up memberships, share accounts, and finalize loans • Troubleshooting issues with fraudulent activity and transactions | | |
| Winning Swimming, LLC | <i>Head Coach</i> | 2012-2019 |
| <ul style="list-style-type: none"> • Analyzing the needs of each swimmer; creating workouts and programs to help improve technique, endurance, and speed; and supervising/training/evaluating assistant coaches. • WZID's Outstanding Woman of 2018 | | |
| Melanson Heath and Company | <i>Certified Public Accountant</i> | 2009-2012 |
| <ul style="list-style-type: none"> • Industries: Service, investment, forestry • Recording monthly consolidating journal entries to convert onsite forestry balance sheets and income statements to fund accounting balance sheets and income statements • Setting up accounting systems for new funds • Conducting account analysis and prepare reconciliations | | |

- Interpretation and application of new Generally Accepted Accounting Principles
- Interacting with overseas teams to deliver quarterly and annual financial statements
- Developing and enhancing ad hoc reports for fund management
- Creating binders in preparation for year-end audit with account analysis back up and accompanying reconciliations
- Liaison to external auditors

Mom's Munchies *Owner/Company Founder* 2004-2009

- Responsible for bookkeeping, management, sales, production, marketing, and events coordination

Carolanne Caron, CPA *Principal* 1995-2003

- Industries: Construction, retail, service, nonprofit
- Preparing weekly, monthly, and quarterly activity journal entries
- Entering and managing accounts receivable, accounts payable, and job costing
- Preparing and executing check runs
- Conducting account analysis and preparing reconciliations
- Preparing monthly, quarterly, and annual financial statements with reconciliation for tax reporting
- Developing balance sheets, income statements, and ad hoc reports for management based on current need analysis
- Assisting payroll processing
- Maintaining subcontractor compliance
- Strategic planning
- Budget development and management
- Specializing in business consulting, optimizing internal controls, and accounting infrastructure
- Supporting client management in supervision and evaluation of accounting department personnel and strategic/tactical planning
- Working closely with client management to evaluate cost cutting measures and support proactive decision-making to achieve their goals

Union Trust Company *Assistant Vice President and Senior Auditor* 1994-1995

- Revitalizing Internal Audit Department, repairing department's reputation within the company, staffing department
- Implementing relevant audit plans and programs
- Policy setting and internal control enhancement
- Conducting and overseeing audits of all company departments from branches to trust
- Communicating with audit committee, external auditors, and company management
- Managing annual external audit requirements
- Liaison to external auditors
- Supporting external auditors with special projects, audit results, and preparation of workpapers

KPMG Peat Marwick *Senior Auditor* 1991-1993

- Industries: Financial Institutions, manufacturing, government, service
- Planning for upcoming audits
- Supervising field team during audits
- Performing audits of completed loans and complex topics such as bad debt and tax calculations
- Reviewing staff's completed work and performance for topics such as cash reconciliations, accounts receivable, accounts payable, prepaid and accrued accounts

Licensures

- Certified Public Accountant
- Notary Public in New Hampshire
- Certified Canfield Trainer in the Success Principles
- Competent Communicator and Competent Leader in Toastmasters International

Education

Husson College, Bangor, ME

1991

Bachelor of Science Public Accounting. Cumulative GPA 3.41. Distinction.

Software

Microsoft Office, Outlook, Word, Excel, Publisher; PEGA (Customer Tracking), Construction, Quickbooks.

Adapts to new software programs quickly and easily.

HAYLEY SILVA

PROFESSIONAL SUMMARY

Experienced Support professional with seven years serving elderly and varying age ranges of clients that require assistance to manage their daily lives. This support included; advocating on their behalf when necessary to ensure expeditious, efficient, and effective access to care was made available to clients. Also, thoroughly trained in working with a variety of clients with psychological, cognitive, and physical disabilities. Adept in providing clients who often require emotional support by communicating their needs. Methods include; but are not limited to; aiding Alzheimer's clients establish routines, maintain medication schedules, provide excursions to aid in long term memory retrieval, contacting providers and insurance agencies on the client's behalf, and a myriad of other tasks associated with caring for people enduring conditions such as Alzheimer's, Dementia, Parkinson's, and other ailments.

SKILLS PROFILE

- Proven record of utilizing initiative, connecting clients with agencies, empowering them to initiate positive changes in their own lives.
- Well versed in confidentiality policies, procedures, and practices.
- Upholds, as a personal responsibility, standards to attendance, and punctuality necessary for maintaining professionalism while working with a client base consisting of varying personalities and diverse cultures.
- Positively accepts direction from leadership and constructive criticism to develop personally and professionally.
- Proven ability to facilitate social interaction between clients in a positive and respectful way.
- Demonstrated adaptability when working with clients of varying personalities and assist with their diverse needs and personal goals.

EMPLOYMENT HISTORY

Employment Case Manager/Administration, Harbor Homes
Nashua, NH

3/1/2016 — Present

- Scheduled initial intake meeting with new clients at a variety of locations, including homeless shelters, transitional housing locations, and at client's homes.
- Supported Veterans in the completion of HVRP's comprehensive intake packet, documenting problems and barriers to employment they may be experiencing, such as medical/mental health issues, substance abuse, criminal record history, chronic homelessness.
- Continued and precise documentation of updated information provided by Veterans in the program using all available modes of communications, scheduled appointments, telephone conversations, regular mail, and email.
- Assisted in the collection of 3rd party verification and the compilation of relevant data for the Program manager to fulfill the extensive quarterly reporting requirements of the Department of Labor (DOL) grant ensuring the continuance of the HVRP.
- Regularly attended Multi-Disciplinary case management meetings with HVRP case managers, GPD housing case managers, VA Liaison staff, HVRP Grantees, NHES, VETS Inc., and Easter SEALS, to discuss client's needs, employment status, and concerns that needed addressing.
- Utilizing The Client Track Program, I updated, entered/exited, or both, over 350 HVRP clients during my first four months of working for the program.
- Provided 120 hours of Supervision for a psychology Intern enrolled at Nashua Community College.
- Provided Admin support to all HVRP staff members providing client information updates. Provided direction on data needs and collection. Generated and provided updated documentation tools to support necessary changes.
- Implemented specific rules, and guidelines for the entering, tracking, and maintenance of multiple HVRP Workbooks, and correct and orderly filing of all client's physical and digital files.
- Attended Mental Health summits, which included training specific to our client population. Also, attended numerous webinars, and completed necessary Skillsoft modules.

Care Coordinator, Right at Home

3/1/2016 — Present

Londonderry, NH

- Assisted with initial engagements between regular clients with their new care providers. This allowed for care providers and clients to determine compatibility and assess their diverse cultural, religious, and personal backgrounds. Identify any behavioral or language barriers and begin mutual communication and cooperation with each other.
- Assisted clients by exercising initiative when researching methods to mitigate medications costs, as well as exploring other possibilities to assist clients, often living on finite budgets.
- Supported clients in many aspects of their daily regimen. Including designing and creating templates for simple, yet easily understandable, phone call lists for clients with memory or anxiety difficulties to utilize. Also, implemented a Labeling system for food items in storage, allowing for clients and follow-on providers to be cognizant of upcoming expiration dates.

- Accurately identified client needs by asking appropriate questions, through in-depth conversation, which led to the understanding of the client's specific needs, supports, and other frameworks relevant to client success.
- Ensured accurate documentation while maintaining the confidential integrity of client care plans. Including the fluctuating physical, cognitive, and emotional records of the client and their medication lists.
- Documented objectively the client's personal and private information essential for the client's continuum of care, allowing for parties involved in the client's care team to access concise and thorough information.
- Advocated for clients, when authorized, to contact medical professionals, insurance companies, and other appropriate agencies, in lieu of the client's ability to accomplish the goal themselves.
- Effectively communicated with peers and supervisors, regularly updating appropriate personnel on evident changes to the clients physical, emotional, or cognitive behavior, immediately by phone or in person, as well as documenting changes in all mandatory client records.

Care Coordinator, Gateways, For Seniors Service

11/1/2014 — 3/1/2016

Hudson, NH

- Supported client needs in their home, allowing them to have some semblance of independence while having professional support.
- Prepared meals and drinks for clients ensuring their nutritional plan is adhered to according to their diagnosis.
- Assisted in maintaining the client's household, supporting a safe and healthy environment for the client.
- Assisted with personal hygiene tasks when the client became incapable of doing so, maintaining a professional attitude, respecting their dignity as much as possible.
- Prepared drinks with Thick-It for clients with swallowing difficulties.
- Transported clients to necessary medical appointments. Also, assisted clients in running errands, prescription pick-ups, food shopping, etc...

Activity Aide, Gateways, Adult Day Service Program

10/1/2011 — 8/1/2015

Hudson, NH

- Supported client needs, physically, emotionally, and cognitively allowing the clients to be engaged and active in the program.
- Engaged clients in varying activities, table games, seasonal crafts, exercise, including music and movement activities. Resulting in a positive and meaningful experience for the clients.
- Researched and prepared special interest programs, which included interactive games and informational activities for clients to enjoy.
- Vigilant of client safety by and monitoring changes mood, behavior, and other cognitive signs on a daily basis.
- Prepared and served meals, while monitoring specific client's dietary needs and restrictions.
- Facilitated social interaction between clients in a positive and respectful way, ensuring a culture conducive to respectful interactions.
- Aided clients with mobility issues; such as wheelchairs, walkers, and often, just an arm to hold, giving the client a sense of support and security.

Education and qualifications summary

- Associate in Science in Speech-Language Pathology Assistant - Graduated - May 2013, Suma Cum Laude, GPA 3.9. Nashua Community College
- Special Education Volunteer Advocate – Graduated - Dec 2010. Parent Information Center, Concord, NH.
- Associate Degree with a Major in Social Work and a Minor in Youth and Community – Graduated - May 2000. University of Nottingham, Nottingham, U.K.
- Dealing with Challenging Behaviors - 2015
- Certified Speech and Language Pathologist Assistant (SLPA) – June 2013
- Special Education Law and Advocacy – Oct 2010
- Special Education Advocacy Conference - 2010
- Advocates for Special Education Training Program - Dec 2009
- CPR: Expiration - June 2018

Awards/memberships/recognitions

- Parent Involvement in Education Award – Oct 2011
- Member of the Phi Theta Kappa Honors Society- Nov 2011
- Published in the Advanced Speech and Language Magazine for an article describing the life of an Autistic child from a first-person perspective titled "This IEP is About Me," which also reached several online publications due to its popularity. April 2010

Greater Nashua Mental Health (legal name Community Council of Nashua, NH, Inc.)

Key Personnel

Name	Title	Salary	% Paid from this Contract	Amount Paid from this Contract
To be hired	Bridge Housing Specialist	\$36,000	100%	\$36,000
To be hired	Bridge Housing Specialist	\$36,000	100%	\$36,000
Hayley Silva	Senior Housing Specialist	\$39,139.88	100%	\$39,139.88
Carolanne Caron	Senior Accountant	\$59,999.94	1.3%	\$779.99
Arielle Rusere	Controller	\$82,399.98	1%	\$823.99
Jill O'Neill	Associate Director, Adult Services	\$64,384.06	7%	\$4506.88



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an 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

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			Subtotal	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				\$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-06)

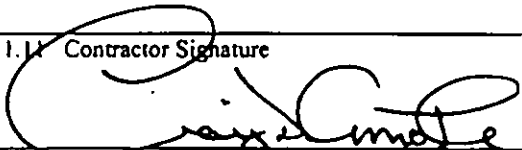
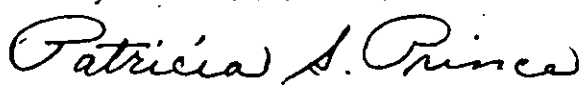
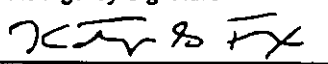
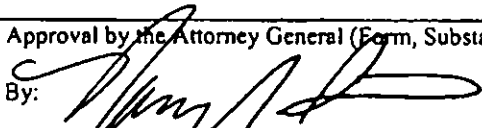
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,868,827
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nathan D. White, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>July 26, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <div style="text-align: right;"> PATRICIA B. PRINCE Notary Public - New Hampshire My Commission Expires July 19, 2022 </div>			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		Notary Public - New Hampshire My Commission Expires July 19, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace <u>PATRICIA S PRINCE, NOTARY PUBLIC</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/14/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CS
Date 2/26/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 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.



**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.

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
 - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
 - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
 - 2.3.2.1. Peer support agencies.
 - 2.3.2.2. Faith-based groups.
 - 2.3.2.3. Transportation services.
 - 2.3.2.4. Primary care services.
 - 2.3.2.5. Homemaker/personal care services.
 - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
 - 2.4.1. Treatment team meetings.
 - 2.4.2. Self-observations.

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
 - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
 - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
 - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
 - 2.6.4. Complete and document annual inspections of each individual's rental unit.
 - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
 - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
 - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
 - 2.11.1. Releases of information and consent forms.
 - 2.11.2. Housing and service plans.
 - 2.11.3. Progress and contact notes.
 - 2.11.4. Documentation of service participation.
 - 2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
 - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
 - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
 - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
 - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
 - 4.1.2. Barriers experienced by the Contractor.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
 - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
 - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
 - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
 - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
 - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
 - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
 - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
 - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.



**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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Greater Nashua Mental Health Center
at Community Council

Exhibit B

Contractor Initials

CO

SS-2020-DBH-01-HOUSE-06

Page 1 of 2

Date

7/26/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health Services
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Community Council of Nashua, NH
 DBA Greater Nashua Mental Health Center at Community Council
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: SFY19 (October 1, 2016 to June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Personnel	\$ 81,815.00	\$ -	\$ 81,815.00	\$ -	\$ -	\$ -	\$ 81,815.00	\$ -	\$ 81,815.00
2. Employee Benefits	\$ 27,845.00	\$ -	\$ 27,845.00	\$ -	\$ -	\$ -	\$ 27,845.00	\$ -	\$ 27,845.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Reimburse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel and Mileage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diem/Registration	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 808.00	\$ -	\$ 808.00	\$ -	\$ -	\$ -	\$ 808.00	\$ -	\$ 808.00
6. Travel	\$ 4,013.00	\$ -	\$ 4,013.00	\$ -	\$ -	\$ -	\$ 4,013.00	\$ -	\$ 4,013.00
7. Occupancy	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,588.00	\$ -	\$ 1,588.00	\$ -	\$ -	\$ -	\$ 1,588.00	\$ -	\$ 1,588.00
Copies	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contractor)	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ 1,013.00	\$ -	\$ 1,013.00	\$ -	\$ -	\$ -	\$ 1,013.00	\$ -	\$ 1,013.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,253.00	\$ -	\$ 1,253.00	\$ -	\$ -	\$ -	\$ 1,253.00	\$ -	\$ 1,253.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Miscellaneous, mandatory)	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Criminal Records Check	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
14. Admin	\$ -	\$ 16,818	\$ 16,818	\$ -	\$ -	\$ -	\$ -	\$ 16,818	\$ 16,818
TOTAL	\$ 132,483	\$ 16,818	\$ 149,301	\$ -	\$ -	\$ -	\$ 132,483	\$ 16,818	\$ 149,301

Indirect As A Percent of Direct 11.9%

CA
 7/26/19

Exhibit B-2 Budget

Health Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Bedside/Wages	\$ 122,420.00	-	\$ 122,420.00	-	-	-	\$ 122,420.00	-	\$ 122,420.00
2. Employee Benefits	\$ 39,727.00	-	\$ 39,727.00	-	-	-	\$ 39,727.00	-	\$ 39,727.00
3. Contingencies	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rent	-	-	-	-	-	-	-	-	-
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchased Equipment	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
8. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	\$ 875.00	-	\$ 875.00	-	-	-	\$ 875.00	-	\$ 875.00
Travel	\$ 3,350.00	-	\$ 3,350.00	-	-	-	\$ 3,350.00	-	\$ 3,350.00
9. Contingency	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
10. Contract Expenses:	-	-	-	-	-	-	-	-	-
Telephone	\$ 2,130.00	-	\$ 2,130.00	-	-	-	\$ 2,130.00	-	\$ 2,130.00
Postage	\$ 800.00	-	\$ 800.00	-	-	-	\$ 800.00	-	\$ 800.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	\$ 1,000.00	-	\$ 1,000.00	-	-	-	\$ 1,000.00	-	\$ 1,000.00
Insurance	\$ 2,000.00	-	\$ 2,000.00	-	-	-	\$ 2,000.00	-	\$ 2,000.00
Board Expenses	-	-	-	-	-	-	-	-	-
Miscellaneous (Contractual)	\$ 1,200.00	-	\$ 1,200.00	-	-	-	\$ 1,200.00	-	\$ 1,200.00
Referrals	\$ 1,350.00	-	\$ 1,350.00	-	-	-	\$ 1,350.00	-	\$ 1,350.00
11. Mail/Print/Communications	-	-	-	-	-	-	-	-	-
12. Staff Education and Training	\$ 1,870.00	-	\$ 1,870.00	-	-	-	\$ 1,870.00	-	\$ 1,870.00
13. Subscriptions/Associations	-	-	-	-	-	-	-	-	-
13. Other (except state/departmental)	-	-	-	-	-	-	-	-	-
14. Admin - Criminal Records Check	\$ 800.00	-	\$ 800.00	-	-	-	\$ 800.00	-	\$ 800.00
TOTAL	\$ 177,842.00	\$ 21,358.00	\$ 199,200.00	-	-	-	\$ 177,842.00	\$ 21,358.00	\$ 199,200.00

Contractor Match
 Date: 5/26/19

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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

Date

CO
2/26/19

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.

Exhibit C – Special Provisions

Contractor Initials

Date

CS
 Date 7/26/19

**New Hampshire Department of Health and Human Services
Exhibit C**



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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7/26/19

**New Hampshire Department of Health and Human Services
Exhibit C**



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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
 - 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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.

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7/26/19

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials CA
Date 7/26/19

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name: GNMH

Name: Conrad D. Amos
Title: CEO

July 26, 2019
Date

Vendor Initials CA
Date 7/26/19



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: COMMIT

July 26, 2019
Date

Craig Amott
Name: Craig D. Amott
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

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7/26/19

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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: GNM IT

July 26, 2019
Date

[Signature]
Name: Carrie D. Amore
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any 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 CT

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/26/19



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Grant

July 26, 2019
Date

[Signature]
Name: Carlos D. Amorik
Title: CEO

Exhibit G

Vendor Initials CS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/26/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: GNM IT

July 26, 2019
Date

Craig J. Amott
Name: Craig J. Amott
Title: CEO

Vendor Initials CA
Date 7/26/19



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.



New Hampshire Department of Health and Human Services

Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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



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.

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 of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date

(GMMH)
 Greater North Market Health

 Name of the Vendor

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 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: GAMIT

July 26, 2019
Date

Craig S. Amott
Name: Craig S. Amott
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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7/26/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 401 Cypress St., Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,697,580.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

WR



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

WR



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

10/8/2020

Date

DocuSigned by:

Katja Fox

ED9D05B04C63442

Name: Katja Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

10/8/2020

Date

DocuSigned by:

William Rider

BC08F81E7C534CE...

Name: William Rider

Title: President/CEO




**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/19/2020

Date

DocuSigned by:

D5CA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: The Mental Health Center of Greater Manchester									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 165,432.00	\$ -	\$ 165,432.00	\$ -	\$ -	\$ -	\$ 165,432	\$ -	\$ 165,432.00
2. Employee Benefits	\$ 49,630.00	\$ -	\$ 49,630.00	\$ -	\$ -	\$ -	\$ 49,630	\$ -	\$ 49,630.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
6. Travel	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,600.00	\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ 2,600.00
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 28,551	\$ 28,551	\$ -	\$ -	\$ -	\$ -	\$ 28,551	\$ 28,551
TOTAL	\$ 237,927	\$ 28,551	\$ 266,478	\$ -	\$ -	\$ -	\$ 237,927	\$ 28,551	\$ 266,478

Indirect As A Percent of Direct

12.0%

State of New Hampshire

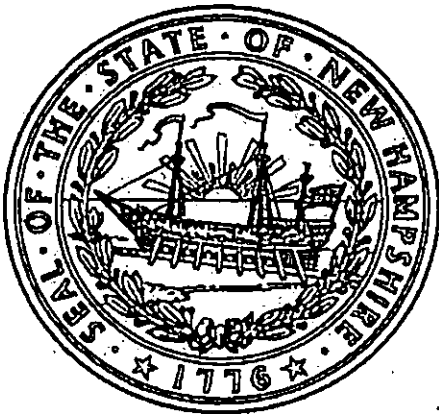
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0004902617



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Philip Hastings, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

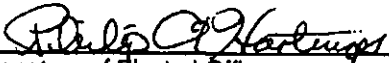
VOTED: That William Rider, President/Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/8/2020



Signature of Elected Officer
Name: Phil Hastings
Title: Chairman of the Board of Directors



The Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

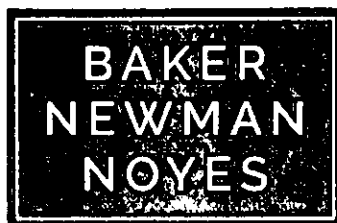
We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

*Year Ended June 30, 2019
With Independent Auditors' Report*

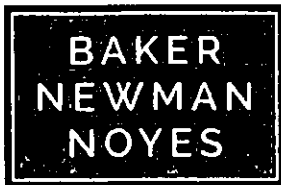
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

June 30, 2019

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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements (collectively, the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the statement of financial position as of June 30, 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and the results of its operations, 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.

Emphasis of a Matter

As discussed in Note 1 to the financial statements, in 2019, the Organization adopted the provisions of Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matter—Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the auditing procedures applied in the 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.

Baku Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2020

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

Current assets:	
Cash and cash equivalents	\$ 6,062,465
Restricted cash	487,518
Accounts receivable, net	1,714,057
Other accounts receivable	755,153
Investments – short-term	250,000
Prepaid expenses	<u>495,780</u>
Total current assets	9,764,973
Investments – long-term	3,826,275
Assets whose use is limited or restricted	419,492
Property and equipment, net of accumulated depreciation	14,349,362
Total assets	<u>\$28,360,102</u>

LIABILITIES AND NET ASSETS

Current liabilities:	
Accounts payable	\$ 377,328
Accrued payroll, vacation and other accruals	3,740,354
Deferred revenue	157,461
Accrual for estimated third-party payor settlements	249,469
Current portion of long-term debt	230,290
Amounts held for patients and other deposits	<u>21,280</u>
Total current liabilities	4,776,182
Extended illness leave, long term	460,541
Post-retirement benefit obligation	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,071,263</u>
Total liabilities	12,376,658
Net assets:	
Without donor restrictions	15,563,952
With donor restrictions	<u>419,492</u>
Total net assets	<u>15,983,444</u>
Total liabilities and net assets	<u>\$28,360,102</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2019

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Revenues and other support:			
Program service fees, net	\$22,440,002	\$ —	\$22,440,002
Program rental income	335,067	—	335,067
Fees and grants from government agencies	4,644,491	—	4,644,491
Interest income	105,293	—	105,293
Other income	<u>6,732,629</u>	<u>—</u>	<u>6,732,629</u>
Total revenues and other support	34,257,482	—	34,257,482
Operating expenses:			
Program services:			
Children and adolescents	4,885,860	—	4,885,860
Elderly	256,616	—	256,616
Emergency services	2,444,022	—	2,444,022
Vocational services	555,013	—	555,013
Noneligibles	1,445,620	—	1,445,620
Multiservice team	7,879,982	—	7,879,982
ACT team	3,808,348	—	3,808,348
Crisis unit	5,299,302	—	5,299,302
Community residences and support living	1,486,944	—	1,486,944
HUD residences	214,402	—	214,402
Other	<u>1,908,952</u>	<u>—</u>	<u>1,908,952</u>
Total program services	30,185,061	—	30,185,061
Support services:			
Management and general	3,404,710	—	3,404,710
Operating property	478,932	—	478,932
Interest expense	<u>256,944</u>	<u>—</u>	<u>256,944</u>
Total operating expenses	<u>34,325,647</u>	<u>—</u>	<u>34,325,647</u>
Loss from operations	(68,165)	—	(68,165)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2019

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Loss from operations	\$ (68,165)	\$ —	\$ (68,165)
Nonoperating revenue (expenses):			
Commercial rental income	403,191	—	403,191
Rental property expense	(367,083)	—	(367,083)
Contributions	288,525	6,418	294,943
Net investment return	207,272	22,404	229,676
Dues	(4,800)	—	(4,800)
Donations to charitable organizations	—	(16,500)	(16,500)
Miscellaneous expenses	<u>(2,949)</u>	<u>—</u>	<u>(2,949)</u>
Nonoperating revenue, net	<u>524,156</u>	<u>12,322</u>	<u>536,478</u>
Excess of revenues over expenses	455,991	12,322	468,313
Reclassification of net assets with donor restrictions	<u>(67,481)</u>	<u>67,481</u>	<u>—</u>
Increase in net assets	388,510	79,803	468,313
Net assets at beginning of year	<u>15,175,442</u>	<u>339,689</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$15,563,952</u>	<u>\$419,492</u>	<u>\$15,983,444</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

	Mental Health									
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Elderly Services	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team
Personnel costs:										
Salary and wages	\$22,131,547	\$ 2,199,292	\$19,896,260	\$3,391,466	\$ 142,196	\$1,725,550	\$ 313,528	\$1,076,868	\$5,304,872	\$2,532,987
Employee benefits	4,878,479	548,608	4,322,012	842,688	37,992	325,101	84,182	110,585	1,200,122	603,992
Payroll taxes	1,652,808	154,794	1,495,260	257,831	10,764	127,120	24,055	81,746	393,563	187,668
	<u>28,662,834</u>	<u>2,902,694</u>	<u>25,713,532</u>	<u>4,491,985</u>	<u>190,952</u>	<u>2,177,771</u>	<u>421,765</u>	<u>1,269,199</u>	<u>6,898,557</u>	<u>3,324,647</u>
Professional fees:										
Client evaluation/services	237,139	62,773	174,366	(5,292)	612	-	2,984	34,482	33,556	7,450
Audit fees	59,765	5,124	48,876	8,656	693	3,715	1,134	3,146	13,172	6,912
Legal fees	23,135	2,033	20,902	1,631	168	1,356	1,391	579	9,266	4,366
Other professional fees/consultants	124,195	20,412	64,183	11,109	1,313	5,901	1,608	3,727	14,553	8,400
Staff development and training:										
Journals and publications	11,694	2,182	9,512	1,385	112	550	168	717	1,944	1,024
Conferences/conventions	86,368	14,140	72,228	15,273	439	3,395	390	1,313	15,111	9,657
Other staff development	180,379	34,678	145,701	2,621	413	8,793	18,549	1,699	29,857	23,256
Occupancy costs:										
Rent	9,607	9,607	-	-	-	-	-	-	-	-
Heating costs	13,294	-	7,932	-	-	-	-	-	-	-
Other utilities	409,302	9,713	227,804	-	6,536	26,251	9,289	-	41,237	18,890
Maintenance and repairs	775,577	15,145	470,913	-	13,391	32,589	19,043	722	91,727	39,790
Other occupancy costs	220,740	54	38,403	1,995	-	126	-	-	140	-
Consumable supplies:										
Office	250,594	52,905	196,414	22,100	1,168	6,558	4,477	13,350	43,608	11,662
Building/household	73,309	2,469	61,863	180	837	5,498	1,206	63	5,556	2,556
Educational/training	634,425	3,151	631,274	23,038	5,906	26,006	2,651	5,562	186,945	41,484
Food	102,540	911	74,018	318	2	170	142	7	116	37
Medical	72,948	(15)	72,963	264	(2)	(11)	(3)	(9)	17,173	(20)
Other consumable supplies	619,879	83,566	536,313	89,884	7,775	41,645	13,290	35,535	144,812	73,978
Depreciation - equipment	227,056	18,393	208,663	39,014	6,135	10,824	8,227	10,626	45,748	29,600
Depreciation - building	443,617	8,611	195,875	5,613	6,666	7,650	9,039	3,217	43,916	18,154
Equipment maintenance	26,205	5,006	21,199	2,849	168	912	506	1,391	6,144	2,291
Advertising	69,661	8,012	61,599	9,733	913	4,130	1,261	4,453	14,592	7,684
Printing	34,818	3,150	31,668	5,623	235	2,320	414	4,235	6,818	2,048
Telephone/communication	381,255	29,242	352,013	51,674	7,790	25,660	16,365	25,956	83,408	42,425
Postage and shipping	49,408	25,282	24,126	3,784	330	2,374	496	1,369	5,744	3,022
Transportation:										
Staff	206,686	2,983	203,311	37,771	136	22,048	12,151	498	26,866	76,391
Clients	6,898	-	6,898	-	-	47	-	3	42	-
Insurance:										
Malpractice and bonding	63,965	5,849	56,808	10,061	806	4,318	1,318	3,656	15,309	8,034
Vehicles	15,885	1,507	14,378	2,546	213	1,093	334	923	3,867	2,034
Comprehensive property/liability	123,987	11,367	108,420	19,202	1,491	8,241	2,516	6,988	29,254	15,332
Membership dues	44,628	5,412	34,416	5,146	449	2,209	674	1,862	7,802	4,110
Interest expense	256,944	-	-	-	-	-	-	-	-	-
Other expenditures	198,242	21,861	84,088	27,697	969	11,883	3,628	10,351	43,142	23,134
Total expenditures	<u>34,716,979</u>	<u>3,368,217</u>	<u>29,970,659</u>	<u>4,885,860</u>	<u>256,616</u>	<u>2,444,022</u>	<u>555,013</u>	<u>1,445,620</u>	<u>7,879,982</u>	<u>3,808,348</u>
Administration allocation	-	(3,368,217)	3,368,217	550,681	32,540	283,309	59,754	166,932	879,795	434,087
Total expenses	<u>\$34,716,979</u>	<u>\$ -</u>	<u>\$33,338,876</u>	<u>\$5,436,541</u>	<u>\$ 289,156</u>	<u>\$2,727,331</u>	<u>\$ 614,767</u>	<u>\$1,612,552</u>	<u>\$8,759,777</u>	<u>\$4,242,435</u>

	Center					Amoskeag		Foundation		
	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Operating Property	Rental Property	Administration	Program Related	Administration
Personnel costs:										
Salary and wages	\$3,309,408	\$ 297,582	\$ 583,486	\$ 49,033	\$1,169,284	\$ -	\$ -	\$ 18,840	\$ 17,155	\$ -
Employee benefits	643,864	74,230	153,699	10,888	234,669	-	-	7,859	-	-
Payroll taxes	253,036	22,812	43,872	3,750	89,043	-	-	2,754	-	-
	<u>4,206,308</u>	<u>394,624</u>	<u>781,057</u>	<u>63,671</u>	<u>1,492,996</u>	<u>-</u>	<u>-</u>	<u>29,453</u>	<u>17,155</u>	<u>-</u>
Professional fees:										
Client evaluation/services	85,329	-	-	59	15,186	-	-	-	-	-
Audit fees	7,020	594	1,836	216	1,782	-	-	5,765	-	-
Legal fees	1,299	110	340	67	329	113	87	-	-	-
Other professional fees/consultants	8,054	668	2,127	2,299	4,424	22,418	17,182	-	-	-
Staff development and training:										
Journals and publications	1,300	88	844	32	1,348	-	-	-	-	-
Conferences/conventions	9,091	435	2,793	387	13,944	-	-	-	-	-
Other staff development	29,457	5,106	3,393	23	22,534	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	-	7,932	-	-	-	-	-	5,362	-
Other utilities	76,339	-	43,514	497	5,251	91,435	70,081	-	10,269	-
Maintenance and repairs	175,929	137	84,875	1,168	11,542	141,964	108,810	-	38,745	-
Other occupancy costs	32,640	-	5,299	-	(1,797)	100,478	77,012	-	4,793	-
Consumable supplies:										
Office	20,266	132	2,032	1,885	69,176	-	-	1,275	-	-
Building/household	39,189	12	5,600	67	1,099	-	-	-	8,977	-
Educational/training	162,077	219	5,410	233	171,743	-	-	-	-	-
Food	67,405	2	5,423	-	396	-	-	-	27,611	-
Medical	54,678	(2)	(6)	(1)	902	-	-	-	-	-
Other consumable supplies	78,318	6,206	19,478	2,257	23,135	-	-	-	-	-
Depreciation - equipment	36,500	3,608	11,893	1,022	5,466	-	-	-	-	-
Depreciation - building	65,409	-	29,730	6,344	137	122,496	93,889	-	22,746	-
Equipment maintenance	2,139	146	1,626	58	2,969	-	-	-	-	-
Advertising	8,030	660	2,042	240	7,861	28	22	-	-	-
Printing	4,966	138	425	56	4,390	-	-	-	-	-
Telephone/communication	60,951	7,629	19,664	736	9,755	-	-	-	-	-
Postage and shipping	4,921	260	803	94	929	-	-	-	-	-
Transportation:										
Staff	6,887	1,922	3,234	91	15,316	-	-	-	392	-
Clients	2,131	-	4,675	-	-	-	-	-	-	-
Insurance:										
Malpractice and bonding	8,159	690	2,134	251	2,072	-	-	-	1,308	-
Vehicles	2,065	175	540	64	524	-	-	-	-	-
Comprehensive property/liability	15,573	1,318	4,073	479	3,953	-	-	-	4,200	-
Membership dues	4,324	353	1,130	4,298	2,059	-	-	-	-	4,800
Interest expense	-	-	-	-	-	253,414	-	-	3,530	-
Other expenditures	22,548	1,922	5,876	691	(67,753)	-	-	-	72,844	19,449
Total expenditures	<u>5,299,302</u>	<u>427,152</u>	<u>1,059,792</u>	<u>87,284</u>	<u>1,821,668</u>	<u>732,346</u>	<u>367,083</u>	<u>36,493</u>	<u>217,932</u>	<u>24,249</u>
Administration allocation	<u>586,940</u>	<u>50,543</u>	<u>129,618</u>	<u>9,467</u>	<u>184,551</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total program expenses	<u>\$5,886,242</u>	<u>\$ 477,695</u>	<u>\$1,189,410</u>	<u>\$ 96,751</u>	<u>\$2,006,219</u>	<u>\$ 732,346</u>	<u>\$ 367,083</u>	<u>\$ 36,493</u>	<u>\$ 217,932</u>	<u>\$ 24,249</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2019

Cash flows from operating activities:	
Change in net assets	\$ 468,313
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	670,673
Amortization of debt issuance costs	10,461
Restricted contributions	(6,418)
Net realized and unrealized gains on investments	(123,950)
Change in operating assets and liabilities:	
Accounts receivable, net	(427,944)
Other accounts receivable	(277,817)
Prepaid expenses	(100,706)
Accounts payable	187,691
Accrued payroll, vacation and other accruals	489,304
Deferred revenue	111,302
Accrual for estimated third-party payor settlements	249,469
Amounts held for patients and other deposits	2,031
Postretirement benefit obligation	(2,553)
Extended illness leave	<u>45,376</u>
Net cash provided by operating activities	1,295,232
Cash flows from investing activities:	
Purchases of property and equipment	(531,943)
Change in assets whose use is limited or restricted	(79,803)
Proceeds from sale of investments	1,191,284
Purchases of investments	<u>(1,603,190)</u>
Net cash used by investing activities	(1,023,652)
Cash flows from financing activities:	
Restricted contributions	6,418
Payments on long-term debt	<u>(215,438)</u>
Net cash used by financing activities	<u>(209,020)</u>
Net change in cash, restricted cash and cash equivalents	62,560
Cash, restricted cash and cash equivalents at beginning of year	<u>6,487,423</u>
Cash, restricted cash and cash equivalents at end of year	<u>\$ 6,549,983</u>
Supplemental disclosures:	
Interest paid	<u>\$ 246,483</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation has two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which are currently inactive.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2019, the Center occupies approximately 37,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Cash and Cash Equivalents

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted Cash

Restricted cash consists of cash received by the Organization for insurance settlement payments, resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying statement of financial position. The Center maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Center has not experienced losses in such accounts and believe it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the statement of cash flows.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances. In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and 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, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During the year ended June 30, 2019, the Center maintained its estimate in the allowance for doubtful accounts at 65% of total accounts receivable. The allowance for doubtful accounts increased to \$3,236,470 as of June 30, 2019 from \$2,697,713 as of June 30, 2018. This was a result of an overall increase in accounts receivable from \$3,983,826 as of June 30, 2018 to \$4,950,527 as of June 30, 2019. The allowance reflects this increase accordingly.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred.

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The debt issuance costs are presented as a component of long-term debt.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. **Summary of Significant Accounting Policies (Continued)**

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Program Service Fees

The Center recognizes program service fee revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Program service fee revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2019 totaled \$22,440,002, of which \$22,068,948 was revenue from third-party payors and \$371,054 was revenue from self-pay clients.

Rental Income

Rental income from operating leases leased by third parties is recognized on a straight-line basis in nonoperating income over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized as the related expenditure is incurred. Grant monies received prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the statement of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues (expenses). The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment.

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$554,303 for the year ended June 30, 2019.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred net postretirement health expenses totaling \$39,744 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$76,900 for the fiscal year ending June 30, 2020. Liabilities recognized are based on a third party actuarial analysis.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

The following table sets forth the change in the Center's extended illness leave plan liability during the year ended June 30, 2019:

Statement of financial position liability at beginning of year	\$ (415,165)
Net actuarial loss arising during the year	(18,927)
Increase from current year service and interest cost	(47,474)
Contribution made during the year	<u>21,025</u>
Statement of financial position liability at end of year	\$ <u>(460,541)</u>

Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 3.57% for the year ending June 30, 2019, and 4.00% per year for retirements that occur on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached. The Center recognized a net postretirement health benefit totaling \$5,915 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$10,100 for the fiscal year ending June 30, 2020.

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the year ended June 30, 2019:

Statement of financial position liability at beginning of year	\$ (71,225)
Net actuarial loss arising during the year	(7,315)
Increase from current year service and interest cost	(2,740)
Contributions made during the year	<u>12,608</u>
Statement of financial position liability at end of year	\$ <u>(68,672)</u>

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Recent Accounting Pronouncements

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) (ASU 2016-14) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 was effective for the Organization for the year ended June 30, 2019. The Organization has adjusted the presentation of these financial statements and related disclosures accordingly to comply with this new pronouncement.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows – Restricted Cash (ASU 2016-18)*, which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the consolidated statements of cash flows. The provisions of ASU 2016-18 are effective for the Organization for the fiscal year ended June 30, 2020. The Organization adopted ASU 2016-18 during the fiscal year ended June 30, 2019 and the adoption did not have a material effect on the financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (ASU 2014-09)*, which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Organization on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Organization is evaluating the impact that ASU 2014-09 will have on its revenue recognition policies, but does not expect the new pronouncement will have a material impact on the Organization's financial statements and related disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities (ASU 2016-01)*. The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization is currently evaluating the impact that ASU 2016-01 will have on the Organization's financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2021 with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the Organization beginning July 1, 2019, with early adoption permitted. The Organization is evaluating the impact that ASU 2018-08 will have on the Organization's financial statements. Although management's analysis is not complete, the adoption of ASU 2018-08 is not expected to have a material effect on the financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through January 29, 2020 which is the date the financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 74% of net program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

3. Accounts Receivable

Accounts receivable consists of the following at June 30, 2019:

Accounts receivable:	
Due from clients	\$ 2,162,753
Managed Medicaid	634,786
Medicaid receivable	653,825
Medicare receivable	152,506
Other insurance	<u>1,346,657</u>
	4,950,527
Allowance for bad debts and contractals	<u>(3,236,470)</u>
Accounts receivable, net	\$ <u>1,714,057</u>

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the financial statements at market value as follows at June 30, 2019:

Cash and cash equivalents	\$ 58,183
Certificate of deposit	250,000
Fixed income securities	633,230
Common stock and mutual funds	<u>3,554,354</u>
	\$ <u>4,495,767</u>

Investments

Investments, stated at fair value, are comprised of the following at June 30, 2019:

Cash and cash equivalents	\$ 52,434
Certificate of deposit	250,000
Fixed income securities	570,665
Common stock and mutual funds	<u>3,203,176</u>
	\$ <u>4,076,275</u>

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30, 2019:

Donor restricted:	
Cash and cash equivalents	\$ 5,749
Fixed income securities	62,565
Common stock and mutual funds	<u>351,178</u>
	\$ <u>419,492</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30, 2019:

Interest and dividend income:	
Without donor restrictions	\$114,518
With donor restrictions	12,378
Investment fees:	
Without donor restrictions	(19,105)
With donor restrictions	(2,065)
Net realized gains:	
Without donor restrictions	26,182
With donor restrictions	2,830
Net unrealized gains:	
Without donor restrictions	85,677
With donor restrictions	<u>9,261</u>
	<u>\$229,676</u>

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. **Fair Value Measurements (Continued)**

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2019.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Common Stock

Common stock is valued at the closing price of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 58,183	\$ -	\$ -	\$ 58,183
Certificate of deposit	250,000	-	-	250,000
Common stock:				
Large cap value	10,307	-	-	10,307
Fixed income:				
Corporate bonds	633,230	-	-	633,230
Mutual funds:				
Bank loans	123,986	-	-	123,986
Emerging markets bond	70,234	-	-	70,234
Foreign large cap equity	480,412	-	-	480,412
Intermediate term bond	113,025	-	-	113,025
Large cap blended equity	1,858,273	-	-	1,858,273
Mortgage backed security	156,593	-	-	156,593
Sector	302,823	-	-	302,823
Short-term bond	66,667	-	-	66,667
Small cap foreign/emerging market equity	168,556	-	-	168,556
Strategic income	132,713	-	-	132,713
Tactical	<u>70,765</u>	<u>-</u>	<u>-</u>	<u>70,765</u>
	<u>\$4,495,767</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$4,495,767</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2019

6. Property and Equipment

Property and equipment consisted of the following at June 30, 2019:

Operating properties:

Land	\$ 1,835,152
Buildings and improvements	12,658,142
Furniture and equipment	<u>2,490,922</u>
	16,984,216
Less accumulated depreciation	<u>(6,646,311)</u>
	10,337,905

Commercial rental properties:

Land	315,876
Buildings and improvements	<u>3,874,524</u>
	4,190,400
Less accumulated depreciation	<u>(178,943)</u>
	<u>4,011,457</u>
	<u>\$14,349,362</u>

Depreciation expense for the year ended June 30, 2019 was \$670,673 of which \$576,784 is reflected in operations and \$93,889 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30, 2019:

Cenpatico cap adjustment	\$ 80,237
Granite State UW BMBF Youth grant	25,000
Miscellaneous deferred revenue	24,496
Pearl Manor Seniors Initiative Grant	<u>27,728</u>
	<u>\$157,461</u>

8. Line of Credit

As of June 30, 2019, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. The line is secured by all business assets of the Center and was not utilized as of June 30, 2019. These funds are available with interest charged at TD Bank, N.A. Base Rate (5.5% as of June 30, 2019). The line of credit is due on demand and is set to expire on February 29, 2020.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

9. Long-Term Debt

Long-term debt consisted of the following at June 30, 2019:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate	\$ 5,760,000
Note payable to a bank, due December 2025, monthly principal and interest payments of \$22,937 at a 4.4% interest rate. Secured by specific real estate	1,545,852
Note payable to a bank, due July 2020, monthly principal and interest payments of \$1,231 at a 4.03% interest rate. Secured by specific real estate	<u>80,260</u>
	7,386,112
Less current portion	(230,290)
Less unamortized debt issuance costs	<u>(84,559)</u>
	<u>\$7,071,263</u>

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2019, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

Year ending June 30:	
2020	\$ 230,290
2021	294,114
2022	232,716
2023	240,033
2024	247,419
Thereafter	<u>6,141,540</u>
	<u>\$7,386,112</u>

Interest expense for the year ending June 30, 2019 was \$256,944. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense. The remaining balance of \$246,483 is interest related to the above debt for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

2020	\$ 91,145
2021	86,950
2022	52,430
2023	<u>13,300</u>
	<u>\$243,825</u>

Rent expense incurred by the Center was \$92,697 for the year ended June 30, 2019.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

2020	\$ 390,142
2021	250,046
2022	131,756
2023	135,314
2024	138,448
Thereafter	<u>36,547</u>
	<u>\$1,082,253</u>

Rental revenue related to these noncancelable operating leases was \$403,191 for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

12. Concentrations of Credit Risk

The Foundation held investments with LPL Financial totaling \$4,245,767 as of June 30, 2019. Of this amount \$3,745,767 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2019 is as follows:

Due from clients	44%
Managed Medicaid	13
Medicaid receivable	13
Medicare receivable	3
Other insurance	<u>27</u>
	<u>100%</u>

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019:

Purpose restriction:	
Educational scholarships and program related activities	\$187,195
Perpetual in nature:	
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>
	<u>\$419,492</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2019

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2019:

Financial assets at year end:

Cash and cash equivalents	\$ 6,062,465
Accounts receivable	1,714,057
Other receivables	755,153
Investments	<u>4,076,275</u>

Financial assets available to meet general expenditures within one year

\$12,607,950

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

Supplementary Information

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 375,033	\$ -	\$ 2,295	\$ -	\$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	-	-	3,740,354
Deferred revenue	157,461	-	-	-	157,461
Accrual for estimated third-party payor settlements	249,469	-	-	-	249,469
Due to affiliate	-	203,767	6,633	(210,400)	-
Current portion of long-term debt	218,525	-	11,765	-	230,290
Amounts held for patients and other deposits	<u>18,665</u>	<u>-</u>	<u>2,615</u>	<u>-</u>	<u>21,280</u>
Total current liabilities	4,758,797	204,477	23,308	(210,400)	4,776,182
Extended illness leave, long term	460,541	-	-	-	460,541
Post-retirement benefit obligation	68,672	-	-	-	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,002,768</u>	<u>-</u>	<u>68,495</u>	<u>-</u>	<u>7,071,263</u>
Total liabilities	12,290,778	204,477	91,803	(210,400)	12,376,658
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	-	15,563,952
With donor restrictions	<u>-</u>	<u>419,492</u>	<u>-</u>	<u>-</u>	<u>419,492</u>
Total net assets	<u>11,696,533</u>	<u>4,070,708</u>	<u>216,203</u>	<u>-</u>	<u>15,983,444</u>
Total liabilities and net assets	<u>\$23,987,311</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$(210,400)</u>	<u>\$28,360,102</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS

Year Ended June 30, 2019

	<u>Center</u> Without Donor <u>Restriction</u>	<u>Foundation</u> Without Donor Restriction		<u>Amoskeag</u> Without Donor <u>Restriction</u>	<u>Total</u>
		With Donor Restriction			
Revenues and other support:					
Program service fees, net	\$22,440,002	\$ -	\$ -	\$ -	\$22,440,002
Program rental income	131,429	-	-	203,638	335,067
Fees and grants from government agencies	4,644,491	-	-	-	4,644,491
Interest income	105,293	-	-	-	105,293
Other income	<u>6,732,558</u>	<u>-</u>	<u>-</u>	<u>71</u>	<u>6,732,629</u>
Total revenues and other support	34,053,773	-	-	203,709	34,257,482
Operating expenses:					
Program services:					
Children and adolescents	4,885,860	-	-	-	4,885,860
Elderly	256,616	-	-	-	256,616
Emergency services	2,444,022	-	-	-	2,444,022
Vocational services	555,013	-	-	-	555,013
Noneligibles	1,445,620	-	-	-	1,445,620
Multiservice team	7,879,982	-	-	-	7,879,982
ACT team	3,808,348	-	-	-	3,808,348
Crisis unit	5,299,302	-	-	-	5,299,302
Community residences and support living	1,486,944	-	-	-	1,486,944
HUD residences	-	-	-	214,402	214,402
Other	<u>1,908,952</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,908,952</u>
Total program services	29,970,659	-	-	214,402	30,185,061
Support services:					
Management and general	3,368,217	-	-	36,493	3,404,710
Operating property	478,932	-	-	-	478,932
Interest expense	<u>253,414</u>	<u>-</u>	<u>-</u>	<u>3,530</u>	<u>256,944</u>
Total operating expenses	<u>34,071,222</u>	<u>-</u>	<u>-</u>	<u>254,425</u>	<u>34,325,647</u>
Loss from operations	(17,449)	-	-	(50,716)	(68,165)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2019

	<u>Center</u> Without Donor Restriction	<u>Foundation</u> Without Donor Restriction	With Donor Restriction	<u>Amoskeag</u> Without Donor Restriction	<u>Total</u>
Loss from operations	\$ (17,449)	\$ -	\$ -	\$ (50,716)	\$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	-	-	-	403,191
Rental property expense	(367,083)	-	-	-	(367,083)
Contributions	273,353	15,172	6,418	-	294,943
Net investment return	-	207,272	22,404	-	229,676
Dues	-	(4,800)	-	-	(4,800)
Donations to charitable organizations	-	-	(16,500)	-	(16,500)
Miscellaneous expenses	-	(2,949)	-	-	(2,949)
Nonoperating revenue, net	<u>309,461</u>	<u>214,695</u>	<u>12,322</u>	<u>-</u>	<u>536,478</u>
Excess (deficiency) of revenues over expenses	292,012	214,695	12,322	(50,716)	468,313
Net transfer from (to) affiliate	83,907	(83,907)	-	-	-
Reclassification of net assets with donor restrictions	<u>-</u>	<u>(67,481)</u>	<u>67,481</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net assets	375,919	63,307	79,803	(50,716)	468,313
Net assets at beginning of year	<u>11,320,614</u>	<u>3,587,909</u>	<u>339,689</u>	<u>266,919</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$11,696,533</u>	<u>\$3,651,216</u>	<u>\$419,492</u>	<u>\$216,203</u>	<u>\$15,983,444</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF ACCOUNTS RECEIVABLE

For the Year Ended June 30, 2019

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Transfers and Reclassifications*</u>	<u>Cash Receipts**</u>	<u>Accounts Receivable End of Year</u>
Client fees	\$ 1,842,016	\$ 5,102,915	\$ (4,385,089)	\$ 2,936	\$ 212,429	\$ (612,454)	\$ 2,162,753
Managed Medicaid	305,365	23,824,152	(9,071,742)	(838,660)	554,172	(14,138,501)	634,786
Medicaid receivable	517,135	5,132,964	(2,414,625)	—	393,911	(2,975,560)	653,825
Medicare receivable	205,506	1,840,818	(662,959)	—	(373,731)	(857,128)	152,506
Other insurance	<u>1,113,804</u>	<u>6,937,913</u>	<u>(2,490,073)</u>	<u>209</u>	<u>(1,036,250)</u>	<u>(3,178,946)</u>	<u>1,346,657</u>
	3,983,826	42,838,762	(19,024,488)	(835,515)	(249,469)	(21,762,589)	4,950,527
Reserve for bad debts and contractals	<u>(2,697,713)</u>	<u>—</u>	<u>—</u>	<u>(538,757)</u>	<u>—</u>	<u>—</u>	<u>(3,236,470)</u>
Accounts receivable, net	\$ <u>1,286,113</u>	\$ <u>42,838,762</u>	\$ <u>(19,024,488)</u>	\$ <u>(1,374,272)</u>	\$ <u>(249,469)</u>	\$ <u>(21,762,589)</u>	\$ <u>1,714,057</u>

* Transfers and reclassifications do not net to zero due to transfers from accounts receivable to accrual for estimated third-party payor settlements on the accompanying balance sheet.

** Excludes certain Medicaid capitation payments that exceed the standard fee for service reimbursement.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

	<u>BBH Receivable Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>BBH Receivable End of Year</u>
Contract year, June 30, 2019	<u>\$162,885</u>	<u>\$3,038,801</u>	<u>\$(2,949,613)</u>	<u>\$252,073</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 16, 2018	\$ 161,207
July 20, 2018	885
September 12, 2018	251,187
October 30, 2018	278,166
November 1, 2018	224,210
November 29, 2018	251,622
January 24, 2019	1,770
February 8, 2019	516,374
March 4, 2019	5,000
April 8, 2019	502,374
April 19, 2019	139,969
April 22, 2019	112,104
May 28, 2019	1,839
May 30, 2019	251,188
June 26, 2019	<u>251,718</u>
	<u>\$2,949,613</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

	Mental Health							
	Total <u>Agency</u>	Admini- <u>stration</u>	Total Center <u>Programs</u>	Child and <u>Adolescents</u>	Elderly <u>Services</u>	Emergency <u>Services</u>	Vocational <u>Services</u>	Non- <u>Eligibles</u>
Program service fees:								
Net client fees	\$ 371,054	\$ -	\$ 371,054	\$ 57,629	\$ (30,131)	\$ 74,775	\$ 10,467	\$ (33,806)
HMO's	1,537,915	-	1,537,915	291,142	26,245	281,882	-	333,349
Blue Cross/Blue Shield	2,111,774	-	2,111,774	303,611	62,836	344,591	-	395,569
Medicaid	16,632,486	-	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	-	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	-	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	(1,065)	-	(1,065)	(137)	(1,498)	(3,716)	-	(1,025)
	22,440,002	-	22,440,002	6,467,681	580,231	1,313,810	274,153	1,212,290
Local and county government:								
Division for Children, youth and families	3,540	-	3,540	3,540	-	-	-	-
Federal funding path	40,121	-	40,121	-	-	40,121	-	-
Rental income	335,067	-	335,067	-	-	-	-	-
Interest income	105,293	-	105,293	-	-	-	-	-
BBH:								
Bureau of Behavioral Health	3,038,801	-	3,038,801	2,804	-	440,882	-	-
Other	1,079,642	-	1,079,642	-	-	-	-	-
Other revenues	7,215,016	46,315	7,168,701	2,056,937	69,266	1,100,213	177,174	44,618
	11,817,480	46,315	11,771,165	2,063,281	69,266	1,581,216	177,174	44,618
Total program revenues	<u>\$34,257,482</u>	<u>\$ 46,315</u>	<u>\$34,211,167</u>	<u>\$ 8,530,962</u>	<u>\$ 649,497</u>	<u>\$ 2,895,026</u>	<u>\$ 451,327</u>	<u>\$ 1,256,908</u>

	Center							
	Multi Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Amoskeag
Program service fees:								
Net client fees	\$ (119,964)	\$ 61,199	\$ 245,926	\$ 29,012	\$ 24,383	\$ -	\$ 51,564	\$ -
HMO's	298,487	18,683	288,120	-	-	-	7	-
Blue Cross/Blue Shield	495,257	56,949	452,948	-	-	-	13	-
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	-
Medicare	756,733	86,908	3,703	2	-	-	1	-
Other insurance	103,260	72,975	47,897	-	2,512	-	40,981	-
Other program fees	<u>(982)</u>	<u>(139)</u>	<u>(3,022)</u>	<u>-</u>	<u>(43)</u>	<u>-</u>	<u>9,497</u>	<u>-</u>
	6,567,695	2,348,168	2,564,630	507,827	468,486	1,451	133,580	-
Local and county government:								
Division for Children, youth and families	-	-	-	-	-	-	-	-
Federal funding path	-	-	-	-	-	-	-	-
Rental income	-	-	2,303	-	123,675	-	5,451	203,638
Interest income	-	-	-	-	-	-	105,293	-
BBH:								
Bureau of Behavioral Health	-	1,591,509	940,606	-	-	63,000	-	-
Other	-	-	1,079,642	-	-	-	-	-
Other revenues	<u>1,489,720</u>	<u>-</u>	<u>416,861</u>	<u>39,393</u>	<u>317,525</u>	<u>1,112</u>	<u>1,455,811</u>	<u>71</u>
	<u>1,489,720</u>	<u>1,591,509</u>	<u>2,439,412</u>	<u>39,393</u>	<u>441,200</u>	<u>64,112</u>	<u>1,566,555</u>	<u>203,709</u>
Total program revenues	\$ <u>8,057,415</u>	\$ <u>3,939,677</u>	\$ <u>5,004,042</u>	\$ <u>547,220</u>	\$ <u>909,686</u>	\$ <u>65,563</u>	\$ <u>1,700,135</u>	\$ <u>203,709</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2020 - 2021**

Philip Hastings, Chair, IT Consultant
Term 6 yrs. 10/2015-9/2021

Kevin Sheppard, Vice Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Granite State Credit Union
Term 6 yrs. 10/2017-9/2023

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Tina Legere, VP of Operations, Catholic Medical Center
Term 6 yrs. 10/2018-9/2024

Christina Mellor, Interior Designer, Lavallee Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2020 - 2021**

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

Betsy L. Cook

EXPERIENCE:

February 2017 – Present: **SR ACCOUNTANT / General Ledger**

November 2016 – February 2017: BENEFITS SPECIALTIST (1555 Elm)

June 2016 – August 2016: BENEFITS SPECIALTIST – TEMP (Cypress)

The Mental Health Center of Greater Manchester
2 Wall Street
Manchester NH

Responsibilities:

Prepare and enter monthly journal entries, assist in month end/year end close and year-end audit. Assist with payroll, A/R, A/P, and Budgeting. Assist with G/L maintenance and G/L account reconciliations. Responsible for bank account reconciliations, Residential rent collection/tracking and assist in grant fund tracking. Cross trained in both A/P and P/R.

Oct 2015 – July 2016: **VARIOUS TEMP POSITIONS WHILE ATTENDING SCHOOL FOR CPC CERTIFICATION**

December 1999 – September 2015: **CONTROLLER**

March 1998-March 1999: Accounts Receivable Clerk

Mill Steel Corporation
62 Maple Street
Manchester NH

Responsibilities:

Manage all phases of accounting for corporation. Directly supervise staff of 5 accounting professionals. Preparation of all financial statements and maintenance of all aspects of the GL. Process payroll to include all quarterly and year end payroll taxes. Obtained and maintained all business and employee Insurance policies. Maintenance of SPLUS software. Established relations with banking, insurance, computer and outside accounting professionals. Report directly to the CEO.

Betsy L. Cook

March 1999 - December 1999: **JR. ACCOUNTANT**

Kerk Motion Products
One Kerk Drive
Hollis NH

Responsibilities:

Accounts Receivable, Collections, Credit approvals, Customer Billing, Month end closing, GL maintenance, Cash Management. Maintained relations with customers overseas. Calculated currency exchanges for multiple countries and performed and received daily wire transfers. Reported directly to the Controller.

March 1996 - March 1998: **OFFICE MANAGER**

NEPCO (Northeast Pump Company)
28 Charron Avenue
Nashua NH

Responsibilities:

Accounts Payable, Accounts Receivable, Credit, Order Entry, Inventory Maintenance, Collections, Job Cost Analysis, Month End Closing and Reporting, Cash Management, Bank reconciliation's and Maintenance of MAS90 Software. Reported directly to Controller/Owner.

March 1992 - March 1996: **A/P CLERK**

Z-Flex U.S., Incorporated
20 Commerce Park North
Bedford NH

Responsibilities:

Accounts Payable for three branches, Inventory Maintenance, Cash Management, Vendor Maintenance, Month end accounts processing and reporting, Outside Sales Commissions, Freight Cost Analysis, Financial Accounts Maintenance, Customer Billing, Order Entry.

EDUCATION:

Associates Degree in Accounting, March 1998, Southern NH University
High School Diploma, 1991, Manchester Central High School
Notary Public, State of NH, Commission Expires 2022

REFERENCES FURNISHED UPON REQUEST

MICHEL C BLAKE

OVERVIEW

An extremely motivated Accountant with a verifiable record of accomplishments spanning over eight years. Highly creative, recognized as a results-oriented and solution-focused individual.

EDUCATION

Associates Degree: Accounting and Automated Accounting 2000
Hesser College, Nashua, NH

Bachelor's in Science Degree: Accounting and Information Systems 2017
Southern New Hampshire University, Manchester, NH
Final GPA: 3.762

Master's in Science Degree: Accounting *In Process*
Southern New Hampshire University, Manchester, NH

COMPUTER SKILLS

- Microsoft Office: Word, Advanced Excel (including VLOOKUP and pivot tables), PowerPoint, Access
- Lawson Accounting, Peachtree Accounting, MAS 200 Accounting, Quicken, Quantum, Paylocity

PROFESSIONAL EXPERIENCE

Senior Accountant/Payroll (Temp Hired Perm)
02/2016 - Current
Mental Health Center of Greater Manchester, Manchester, NH
Accounting Department

Tasks

- Integration of the accounting software: mapping guarantor, programs, and posting codes to the correct general ledger accounts.
- Month End Closing: taking the reports that run from our business office software (Avatar), mapping to appropriate G/L, reconciling accounts, converting the import files to CSV, importing in the general ledger system (Quantum). This is done for Revenue, Payments, and Adjustments.
- Account reconciliations: Health and Dental insurances, FSA-dependent and FSA-medical accounts, Supplemental Life account
- Running bi-weekly payroll (process until 04/2017): alphabetizing and coding time sheets, travel & expense vouchers, and special compensation vouchers; entering all information into Quantum's payroll package [approximately 350-400 coded sheets]; assisting in proofing the payroll spreadsheet to the reports from Quantum; reaching out to employees for missing time sheets and other information required; running mini-payrolls; submitting or approving TSA Fedwire with TD Bank; submitting Federal and State Tax payments; filing all Personal Action Forms, direct deposit forms, and W4s
- Running bi-weekly payroll (starting 04/2017): alphabetizing and coding travel & expense vouchers, special compensation vouchers; manually entering these into Paylocity; reviewing all timesheets in Paylocity for errors and adjustments; running reports to ensure the payroll is running appropriately; submitting TSA Fedwire with TD Bank for the 403B; paying bi-weekly and monthly payroll bills. [Approximately 425 employees]
- Working closely with human resources on implementing better paper-free processes for payroll while still keeping the integrity and "paper-trail" of each process (i.e. Expense module that works for some of the compensation vouchers and the reimbursements for expenses)
- Creating and entering Journal entries
- Any other special projects as directed by the Accounting Director, HR Director, or CFO
- HUD Home Specialist: running all the accounting aspects of the one HUD housing unit the agency operates; being the primary contact with HUD; ensuring all certifications are properly conducted and maintained for each resident.

Involved in:

- APA (American Payroll Association)– staying up to date on all the payroll legislature and laws
- Casual for a Cause – assisting in bringing benefits to employees while benefiting the agency
- Environmental Sustainability Committee – helping with the "Green" vision for the agency
- Star12 Training – enhancing my own knowledge so that I can share with the department/agency

Staff Accountant (Salaried Professional hired perm)

10/2014 – 12/2015

Brookstone Corporate Office, Merrimack, NH

Supported Corporate Finance Department & Real Estate Department with accounting and administrative functions

Real Estate Department (09/2015 - 12/2015)

Tasks

- Manually processed rent payments for approximately 250 stores (mall / airport / seasonal / long term temporary) including but not limited to calculating: MAG, base, CAM, marketing fees, percentage rent, real estate tax, sales tax, utilities, etc. Keeping within breakpoints and promo caps. (No lease database was up and running during this time - all work was done by pulling individual leases)
- Communication via mail, fax, phone, and email with all the landlords, sub-tenants, and vendors.
- Vendor invoices: matching to purchase orders, submitting for appropriate approvals, coding, sending through the tax department for their sign offs, and submitting to accounts payable department for final payment processing.
- Updating and keeping track of current project detail sheets for new airport/mall stores, remodels, and relocations.
- Month end processing: journal entries capturing prepaid rent, allocating travel expenses, accruing invoices, etc.

Finance Department (10/2014 - 09/2015)

Accomplishments

- Produced the 2015 Depreciation Budget (multi-million dollars) for the Executive Board after only working with the assets for a little over a month with little guidance.
- Assisted the finance team in finishing a successful first yearend audit after company filing bankruptcy (working with old-co and new-co filings)

Tasks

- Asset Management: Adding assets into the asset management system monthly per company capital policies using a Lawson upload template in excel, transfer assets between stores, modify assets as necessary, dispose assets as stores close. Close out the asset management system monthly while processing the monthly depreciation.
- Capital expenditure reports: compiled monthly combining all the various department budgets, forecasts, and actual spending for month-to-date, year-to-date, and projected year. All formatted to be presented to the Chief Financial Officer and Executive Board.
- Month end: processing journal entries for various general ledger accounts monthly as part of the closing process, including allocations, uploading journal entries from excel to the accounting program.
- Reconciliations: general ledger accounts, asset management, store bank accounts
- Projects directly for the Accounting Manager, the Controller, and the Planning Manager as requested.
- Worked closely with a Lawson Accounting consultant on upgrading the current asset base to the revaluation of assets that occurred during the bankruptcy.

Salaried Professional

06/2014 – 10/2014

Robert Half International, Manchester, NH

On assignment at Brookstone Corporate Office in Merrimack, NH for entire duration. I worked in the finance department assisting the staff accountants and the controller with projects as they needed, including but not limited to: bank reconciliations, filing, special projects, general ledger account reconciliations, uploading journal entries to the accounting system from excel during month end.

Accounting Assistant III (temp. Accounting Assistant hired perm) 03/2011 – 04/2014 (laid off)

Cityside Management Corporation, Manchester, NH

Supported Corporate Accounting Department & Property Management Department with accounting and administrative functions

Property Management Department

Accomplishments

- Streamlined all tasks performed by previous administrative/accounting assistant to be more efficient, consistent, and accurate throughout the entire processes listed below.
- Established ACH payment processing from the ground up for 19 condominium associations (including "selling" the idea to all of the Board of Directors for each association and creating the applications for the condominium owners to apply)
- Transferred the banking relationship from one bank to another for 21 associations (thus reducing banking fees and opening up more opportunities for our customers)
- Researched and implemented the use of a subcontractor for monthly condominium statements that proved to be less costly and went from a 3 day process to approximately a 3 hour process.
- Created detailed Policy & Procedures for all of the below tasks for others to follow in my absence.

Tasks

- **Accounts Receivable:** received payments via Credit Cards, Cash, ACH withdrawals, Lockboxes & Mail; applied charge-backs; processed returned checks and applied fees as necessary; apply late and interest fees per the Association's Condominium Guidelines.
- **Accounts Payable:** posted an average of 50-100 invoices daily; researched discrepancies; requested certificates of insurance and W-9s from vendors; process bank transfers from reserve accounts to operating accounts; processed the 1099 reporting for 21 condominium associations; verified each vendor through the IRS website to ensure a correct match was made between W9 and the IRS.
- **General Accounting:** ran financial reports per Property Manager's specifications; enter in yearly budgets for each condominium association; split customer accounts per specifications from attorneys for bankruptcy or foreclosure processes; assist Property Manager's in gathering all information for Worker's Comp audits; assist in month end closes and bank reconciliations for all associations; ensure the financial folders for all associations remained up to date and in chronological order at all times.
- **Customer Service:** take phone calls from customers and vendors regarding their account and research when necessary; create customer mailings/letters; correspondence via phone, mail, fax, and email provided.

Corporate Accounting Department

Tasks

- **Accounts Payable:** post all HOA and utility payments (approx. 100-200 invoices daily at peak); code master files, post monthly condominium payments through our import process; post corporate bills, post appraisal invoices, post pest invoices; created procedures for all of the above.
- **General Accounting:** corporate bank reconciliation; run weekly pass-thru analysis reports for upper management
- **Backup roles:** check cutting, transmittal processing, scanning and uploading for the US Dept of HUD

Telecommunications Specialist

10/2009 – 02/2010

State of New Hampshire, Concord, NH

Certified Emergency Medical Dispatcher

Branch Operations Manager

12/2006 – 10/2009

Sovereign Bank, Manchester, NH

Hired as a Float teller and promoted up to Branch Operations Manager

Tasks

- Managing the teller line consisting of two tellers and two customer service representatives
- Rolling out new promotions that the bank was offering by teaching all staff the details and training on the best techniques to engage the customers with the products being offered.
- Completed daily/weekly/monthly/quarterly audits of the monetary instruments in the bank, teller drawers (including researching any discrepancies), and ensuring that the branch was in compliance at all times
- Cross-train and coach tellers in reaching their goals set by corporate and monitoring their progress
- Scheduling staff and appointments for customers

Emergency Medical Technician – Basic

08/2002 – 06/2006

Armstrong Ambulance Service, Arlington, MA

Certified National Registry Emergency Medical Technician-Basic. Obtained both New Hampshire and Massachusetts Licensures.

Tasks

- Responded to dispatched emergency assignments quickly and safely.
- Assessed patient condition through physical and verbal exams and by collecting information from others at the scene.
- Interpreted limited histories and used physical examinations to identify potential underlying critical issues.
- Monitored patients for changes, and reviewed and revised plans accordingly.
- Kept vehicles ready for emergencies by cleaning them and keeping medical supplies stocked.
- Consistently completed all continuing educational requirements and refreshers for recertification every two years.

HONORS SOCIETIES

Alpha Sigma Lambda (Inducted 04/2015)

Delta Mu Delta (Inducted 04/2015)

National Society of Leadership and Success (in process of induction requirements)

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester		Manchester, NH
July 2015 to present	Executive Vice President/Chief Operating Officer	
2000 to July 2015	Director of Community Support Services	
1996 – 2000	Assistant Director of Community Support Services	
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital	
1987 – 1990	Counselor, Restorative Partial Hospital	
1986 – 1987	Residential Specialist	

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

PUBLICATIONS

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

**PAUL J. MICHAUD
MSB, BS**

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSHIP POSITIONS

<u>Chief Financial Officer</u>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<u>Controller</u>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<u>Chief Financial Officer</u>	Seacoast VNA, North Hampton, NH	1998 to 2009
<u>Manager, Public Accounting</u>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<u>Director, Budget & Cost / Controller</u>	BCBS of Maine, So. Portland, ME	1993 to 1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcare facilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
 Financial oversight during period of 100% revenue growth
 Financial oversight during period of national Top 500 Agency Status
 Financial oversight during period of 300% reduction in Days in A/R
 One-year oversight – due diligence process – Merger with \$50 million entity

Audit / Consulting Manager

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998
 Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

Paul J. Michaud

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Budget Director, Finance Division, Budget & Cost Department

Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting.
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary

Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine

Masters of Science in Business Administration (MSB – Accounting Concentration) 1990

Husson College, Bangor, Maine

Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs (*Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER*)

William T. Rider

Objective To provide effective leadership in community mental healthcare

Experience **The Mental Health Center of Greater Manchester**
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health

25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital

24 Clinton St

Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

Education 2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity Granite Pathways: Vice Chair, Board of Directors
Postpartum Support International-NH, Founders Board
NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

CONTRACTOR NAME: The Mental Health Center of Greater Manchester, Inc.
NAME OF PROGRAM: SS-2021-DBH-01-HOUSE-07 Bridge Subsidy Program Contract

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
BETSY COOK	Director of Accounting	\$ 79,976	2.00 %	\$ 1,599.52
MICHEL BLAKE	Bridge Program Coordinator	\$ 57,595	100.00 %	\$ 57,595
PATRICIA CARTY	Chief Operating Officer	\$ 114,446	0.5 %	\$ 572.23
WILLIAM RIDER	President / CEO	\$ 173,592	0.5 %	\$ 867.96
PAUL MICHAUD	Chief Financial Officer	\$ 127,556	1.00 %	\$ 1,275.56



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hë-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental-health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the 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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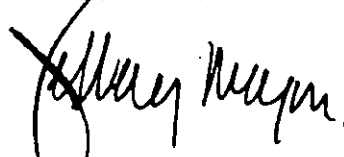
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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
			Subtotal	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			Subtotal	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				\$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-07)


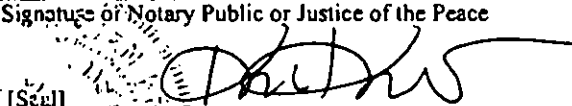

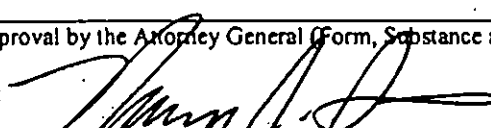
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/30/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kristen Kraunelis, Justice of the peace</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katie S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/1/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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.

Contractor Initials 
Date 7/30/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
 - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
 - 2.1.1.1. The guardian or other involved family member, as appropriate.
 - 2.1.1.2. The referring agent.
 - 2.1.1.3. An identified mental health center representative.

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**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
 - 2.2.1. Obtain the individual's housing history.
 - 2.2.2. Assess individual housing preferences.
 - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
 - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
 - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
 - 2.2.4.2. Credit checks.
 - 2.2.4.3. Provision of references.
 - 2.2.5. Assist individuals with contacting potential landlords.
 - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
 - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
 - 2.2.8. Ensure individuals understand fair housing laws.
 - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Securing utilities.

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7/30/14



**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.

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**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

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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7/30/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
 - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

WTH
7/30/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, 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.

WJH

7/30/19

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: 8/1/20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contract/share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,265.00	\$ -	\$ 87,265.00	\$ -	\$ -	\$ -	\$ 87,265.00	\$ -	\$ 87,265.00
2. Employee Benefits	\$ 26,179.00	\$ -	\$ 26,179.00	\$ -	\$ -	\$ -	\$ 26,179.00	\$ -	\$ 26,179.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 488.00	\$ -	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00	\$ -	\$ 488.00
6. Travel	\$ 3,825.00	\$ -	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 3,825.00	\$ -	\$ 3,825.00
7. Occupancy	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,575.00	\$ -	\$ 1,575.00
Postage	\$ 570.00	\$ -	\$ 570.00	\$ -	\$ -	\$ -	\$ 570.00	\$ -	\$ 570.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
Insurance	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
9. Software	\$ 949.00	\$ -	\$ 949.00	\$ -	\$ -	\$ -	\$ 949.00	\$ -	\$ 949.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 15,228	\$ 15,228	\$ -	\$ -	\$ -	\$ -	\$ 15,228	\$ 15,228
TOTAL	\$ 128,900	\$ 15,228	\$ 142,128	\$ -	\$ -	\$ -	\$ 128,900	\$ 15,228	\$ 142,128

Indirect As A Percent of Direct

12.9%

Contractor Initials: *LMH*
 Date: *7/30/19*

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,354.00	\$ -	\$ 118,354.00	\$ -	\$ -	\$ -	\$ 118,354	\$ -	\$ 118,354.00
2. Employee Benefits	\$ 34,906.00	\$ -	\$ 34,906.00	\$ -	\$ -	\$ -	\$ 34,906	\$ -	\$ 34,906.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650.00
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100	\$ -	\$ 5,100.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100	\$ -	\$ 2,100.00
Postage	\$ 760.00	\$ -	\$ 760.00	\$ -	\$ -	\$ -	\$ 760	\$ -	\$ 760.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 20,303	\$ 20,303	\$ -	\$ -	\$ -	\$ -	\$ 20,303	\$ 20,303
TOTAL	\$ 189,195	\$ 20,303	\$ 189,498	\$ -	\$ -	\$ -	\$ 189,195	\$ 20,303	\$ 189,498

Indirect As A Percent of Direct

12.0%

Contractor initials: *WJR*
 Date: *7/30/19*

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials

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Date

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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.

Exhibit C – Special Provisions

Contractor Initials

Date

[Handwritten Signature]
Date 7/30/19

**New Hampshire Department of Health and Human Services
Exhibit C**



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

- 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

- 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Contractor Initials

[Handwritten Signature]

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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

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**New Hampshire Department of Health and Human Services
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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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.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
- US DEPARTMENT OF EDUCATION - CONTRACTORS**
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials

WJH
Date 7/30/19

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code) (list each location)

401 Cypress St
Manchester, NH 03103

Check if there are workplaces on file that are not identified here.

Vendor Name: The Mental Health Center of Greater
Manchester

7/30/19
Date

WRider
Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 7/30/19



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, grant, loan, or cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19

Date


Name: William Rider
Title: President/CEO


7/30/19



New Hampshire Department of Health and Human Services
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

William Rider
Name: William Rider
Title: President / CEO



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any 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

WTR

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: The Mental Health Center of Greater Manchester

7/30/19
Date

WRB
Name: William Rider
Title: President / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials WRB
Date 7/30/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

WR
Name: William Rider
Title: President / CEO

Vendor Initials WR
Date 7/30/19



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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WPA

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New Hampshire Department of Health and Human Services

Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Vendor Initials

WMA

Date

7/30/19



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

WTH

7/30/19



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Vendor Initials

WPA
Date 7/30/19



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Vendor Initials

WTH

Date

7/30/19



New Hampshire Department of Health and Human Services

Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

8/2/19
Date

The Mental Health Center of Greater Manchester
Name of the Vendor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President / CEO
Title of Authorized Representative

7/30/19
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: The Mental Health Center of Greater Manchester

7/30/19
Date

William Rider
Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 7/30/19

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07397 8280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Vendor Initials UJA
Date 7/30/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

WJK
7/30/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

WJA
7/30/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 1145 Sagamore Ave, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
 - \$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Housing Finance Authority (NHHFA), in the individual's communities of choice.

- 2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.
- 2.2.5. Assisting individuals with contacting potential landlords.
- 2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
- 2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.
- 2.2.8. Ensuring individuals understand fair housing laws.
- 2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Security utilities.
 - 2.2.9.3. Obtaining furniture.
 - 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

read:

- 2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:
 - 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
 - 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
 - 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.
- 8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:
 - 4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.
- 9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:
 - 5.2. The performance measures will be designated to evaluate:
 - 5.2.1. Percent of individuals receiving housing services provided in subsection 2.2. of this contract.
 - 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
 - 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.
- 10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:
 - 7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
- 11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.
- 12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/31/2020

Date

DocuSigned by:
Katja Fox

Name: Katja Fox
Title: Director

Seacoast Mental Health Center, Inc.

10/30/2020

Date

DocuSigned by:
Jay Couture

Name: Jay Couture
Title: president and CEO



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/1/2020

Date

DocuSigned by:

D5CA9202E32C4AF

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: Seacoast Mental Health Center, Inc.									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015	\$ 10,015	\$ -	\$ -	\$ -	\$ -	\$ 10,015	\$ 10,015
TOTAL	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472

Indirect As A Percent of Direct

12.0%

DS


Contractor Initials
 Date 10/30/2020

State of New Hampshire

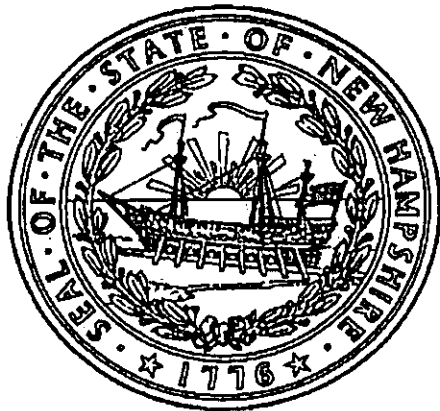
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65254

Certificate Number : 0004902648



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

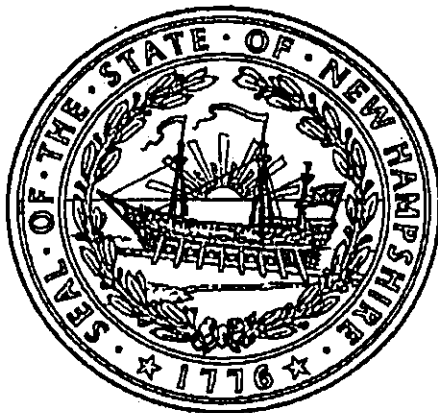
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66834

Certificate Number : 0004902645



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Monica Kieser**, hereby certify that:

- 1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc.**
- 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **October 20, 2020**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: Jay Couture, President and CEO

is duly authorized on behalf of Seacoast Mental Health Center, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **October 29, 2020**



Signature of Elected Officer
Name: **Monica Kieser**
Title: **President, Board of Directors**

STATE OF NEW HAMPSHIRE

County of Rodriguez

The foregoing instrument was acknowledged before me this 29 day of October, 2020

By Monica Kieser
(Name of Elected Clerk/Secretary/Officer of the Agency)


(Notary Public/Justice of the Peace)

LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 6, 2024

Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: PHONE (A/C. No. Ext): 978-458-1865 FAX (A/C. No): 978-454-1865 E-MAIL ADDRESS: jnorton@fredchurch.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURER B : Granite State HC & HS Trust	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1678635611 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2101354	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			PHPK2101356	3/1/2020	3/1/2021	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 \$ 10,000			PHUB712434	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
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/A	HCHS2020000262	3/1/2020	2/1/2021	<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			PHPK2101354	3/1/2020	3/1/2021	\$1,000,000 \$3,000,000 Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

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June 30, 2020

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 24, 2020

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 3,822,859
Accounts receivable (net of \$350,000 allowance)	1,249,335
Investments	3,787,744
Prepaid expenses	<u>125,732</u>

TOTAL CURRENT ASSETS 8,985,670

PROPERTY AND EQUIPMENT - NET 193,209

TOTAL ASSETS \$ 9,178,879

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 65,771
Deferred income	16,624
Accrued vacation	204,645
Accrued expenses	857,612
Current portion of long-term debt	<u>833,472</u>

TOTAL CURRENT LIABILITIES 1,978,124

LONG-TERM LIABILITIES

Long-term debt, less current portion	<u>1,319,601</u>
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NET ASSETS

Net assets without donor restriction	<u>5,881,154</u>
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TOTAL LIABILITIES AND NET ASSETS \$ 9,178,879

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2020

PUBLIC SUPPORT AND REVENUES

Public support -

Federal	\$ 278,056
State of New Hampshire - BMHS	1,038,270
Other public support	827,388
Total Public Support	<u>2,143,714</u>

Revenues -

Program service fees	14,542,954
Rental income	79,728
Other revenue	850,818
Total Revenues	<u>15,473,500</u>

TOTAL PUBLIC SUPPORT AND REVENUES 17,617,214

OPERATING EXPENSES

BBH funded program services -

Children services	4,765,513
Emergency services	1,540,142
Adult services	7,143,157
Act Team	1,547,381
Substance Use Disorder	527,705
Fairweather Lodge	829,510
REAP	345,023
Non-DMH funded program services	<u>456</u>

TOTAL EXPENSES 16,698,887

**EXCESS OF PUBLIC SUPPORT AND
REVENUE OVER EXPENSES FROM OPERATIONS** 918,327

OTHER INCOME

Investment Income	<u>121,335</u>
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TOTAL INCREASE IN NET ASSETS 1,039,662

NET ASSETS WITHOUT DONOR RESTRICTION, beginning 4,841,492

NET ASSETS WITHOUT DONOR RESTRICTION, ending \$ 5,881,154

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 1,039,662
Adjustments to reconcile to net cash provided by operations:	
Depreciation	63,865
(Increase) decrease in:	
Accounts receivable - trade	(455,184)
Prepaid expenses	95,420
Restricted cash	134,866
Increase (decrease) in:	
Accounts payable & accrued liabilities	523,219
Deferred income	<u>(22,137)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,379,711</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(176,620)
Investment activity, net	<u>(3,787,744)</u>
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(3,964,364)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from issuance of long-term debt	<u>2,153,073</u>
NET DECREASE IN CASH	(431,580)
CASH AT BEGINNING OF YEAR	<u>4,254,439</u>
CASH AT END OF YEAR	<u>\$ 3,822,859</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Revenue Recognition

Amounts received from grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses are incurred. Contributions of cash and other assets are reported as restricted if they are received with donor stipulations that limit the use of the donated assets. Contributions can be without donor restriction or with donor restriction.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center decreased its estimate in the allowance for doubtful accounts to \$350,000 as of June 30, 2020 from \$450,000 as of June 30, 2019. This was a result of Medicaid patient accounts receivable decreasing to \$353,359 as of June 30, 2020 from \$409,844 as of June 30, 2019 and client balances decreasing to \$154,423 as of June 30, 2020 from \$245,118 as of June 30, 2019.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2020 totaled \$14,542,954, of which \$14,055,402 was revenue from third-party payors and \$487,552 was revenue from self-pay clients.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 82% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2020. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 154,423
Insurance companies	325,424
Medicaid receivable	353,359
Medicare receivable	<u>132,132</u>
	965,338
Allowance for doubtful accounts	<u>(350,000)</u>
	<u>615,338</u>

ACCOUNTS RECEIVABLE - OTHER

BMHS	129,887
NHHF Quality Bonus Incentive	102,649
Exeter Hospital	60,212
IDN	14,345
MCO Directed Payments	252,654
State of NH - LTCSP	<u>74,250</u>
	<u>633,997</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,249,335

NOTE 4 INVESTMENTS

The Center has invested funds in various pooled funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 624,731	\$ -	\$ 624,731
Fixed Income	1,712,097	30,706	1,742,803
Equities	1,172,876	58,168	1,231,044
Mutual Funds	70,000	5,009	75,009
Exchange Traded Funds	81,445	6,858	88,303
Other Assets	<u>23,520</u>	<u>2,334</u>	<u>25,854</u>
	<u>\$ 3,684,669</u>	<u>\$ 103,075</u>	<u>\$ 3,787,744</u>

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 4 INVESTMENTS (continued)

Investment income consisted of the following:

	<u>2020</u>
Interest and dividends	\$ 28,580
Unrealized gains	103,075
Fee expenses	<u>(10,320)</u>
TOTAL	<u>\$ 121,335</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. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2020. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Computer equipment	\$ 338,694
Furniture, fixtures and equipment	<u>716,285</u>
	1,054,979
Accumulated Depreciation	<u>(861,770)</u>
Net Book Value	<u>\$ 193,209</u>

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 7 LONG-TERM DEBT

Long-term debt consisted of the following:

2020

Note payable, Cambridge Trust Company dated May 2020.

PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of \$120,564 beginning December 2020 due May 2022.

\$ 2,153,073

Less: Current Portion

(833,472)

\$ 1,319,601

The aggregate principal payments of the long-term debt for the next two years and thereafter are as follows:

Year Ending June 30,	Amount
2021	\$ 833,472
2022	<u>1,319,601</u>
	<u>\$ 2,153,073</u>

NOTE 8 LINE OF CREDIT

As of June 30, 2020, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on February 12, 2022.

NOTE 9 DEFERRED INCOME

NNE PTN	\$ 858
Endowment for Health	1,385
Womens Fund of NH	1,991
Transportation Grant	<u>12,390</u>
 TOTAL	 <u>\$ 16,624</u>

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 10 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2020, the Center collected \$84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2020 \$-0- had been borrowed against the line of credit and the interest rate was 6.5%. During the year ended June 30, 2020 \$-0- was paid to the Resource Group in interest related to this line of credit.

Operating Leases

During the year ended June 30, 2020, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$657,312 and \$101,412, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$758,724. The annual rates of rents are revisited on an annual basis.

NOTE 11 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2020, contributions of \$221,880 were made by the Center to the plan.

NOTE 12 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$7,050 per month through December 31, 2020 in exchange for software subscription services.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2020 consist of the following:

	<u>Book Balance</u>	<u>Bank Balance</u>
Insured by FDIC*	<u>\$ 3,822,859</u>	<u>\$ 3,848,391</u>

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 13 CONCENTRATIONS OF CREDIT RISK (continued)

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of \$250,000. Included in cash insured by FDIC as of June 30, 2020 is \$3,723,391 deposited at Destination Institutions through the Insured Cash Sweep service.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2020 is as follows:

Due from clients	16 %
Insurance companies	34
Medicaid	36
Medicare	<u>14</u>
	<u>100 %</u>

NOTE 14 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2020:

Cash and Cash Equivalents	\$ 3,822,859
Accounts Receivable	1,249,335
Investments	<u>3,787,744</u>
 Financial assets available within one year for general expenditures	 <u>\$ 8,859,938</u>

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 15 RISKS & UNCERTAINTIES (continued)

Due to these economic uncertainties the Center applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 24, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2020

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 245,118	\$ 1,377,986	\$ (890,434)	\$ (578,247)	\$ 154,423
BLUE CROSS / BLUE SHIELD	42,401	510,331	(200,146)	(291,178)	61,408
MEDICAID	409,844	13,620,765	(1,656,236)	(12,021,014)	353,359
MEDICARE	144,157	1,403,165	(710,086)	(705,104)	132,132
OTHER INSURANCE	289,043	1,833,366	(745,757)	(1,112,636)	264,016
ALLOWANCE FOR UNCOLLECTIBLES	<u>(450,000)</u>	<u>-</u>	<u>100,000</u>	<u>-</u>	<u>(350,000)</u>
TOTAL	<u>\$ 680,563</u>	<u>\$ 18,745,613</u>	<u>\$ (4,102,659)</u>	<u>\$ (14,708,179)</u>	<u>\$ 615,338</u>

Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2020

	<u>Receivable From BMHS Beginning of Year</u>	<u>BMHS Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BMHS End of Year</u>
CONTRACT YEAR, June 30, 2020	\$ 15,450	\$ 1,038,270	\$ (934,849)	\$ 118,871

Analysis of Receipts:
Date of Receipt

<u>Date of Receipt</u>	<u>Amount</u>
09/24/19	\$ 64,559
10/01/19	20,702
10/16/19	87,496
10/12/19	33,122
11/07/19	109,086
12/10/19	17,105
12/20/19	108,090
01/14/20	78,943
02/04/20	81,236
03/05/20	80,700
04/14/20	66,385
04/28/20	18,872
05/07/20	109,613
05/13/20	18,402
06/16/20	17,883
06/16/20	18,402
06/16/20	34,866
06/17/20	149,201
Less: Federal Monies	<u>(179,814)</u>
	<u>\$ 934,849</u>

Seacoast Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Program Service Fees:											
Net Client Fee	\$ 487,552	\$ -	\$ 487,552	\$ 176,642	\$ 6,273	\$ 232,888	\$ 40,701	\$ 29,763	\$ 1,285	\$ -	\$ -
Blue Cross/Blue Shield	310,185	-	310,185	115,159	17,723	161,568	3,004	12,731	-	-	-
Medicaid	11,964,529	-	11,964,529	5,196,370	78,545	5,740,330	558,355	250,124	140,805	-	-
Medicare	693,079	-	693,079	362	267	597,077	47,724	47,649	-	-	-
Other Insurance	1,087,609	-	1,087,609	409,383	49,415	570,926	12,492	45,393	-	-	-
Public Support - Other:											
United Way	5,000	-	5,000	2,000	-	3,000	-	-	-	-	-
Local/County Government	51,794	-	51,794	-	-	-	-	51,794	-	-	-
Donations/Contributions	106,987	83,402	23,585	1,925	-	885	200	-	-	-	20,575
Other Public Support	663,364	3,746	659,618	58,102	187,341	321,591	3,746	9,537	2,341	76,960	-
DPHS (DADAPR)	70,000	-	70,000	-	-	-	-	-	-	70,000	-
DCYF	243	-	243	243	-	-	-	-	-	-	-
Federal Funding:											
Other Federal Grants	169,822	-	169,822	5,000	-	129,822	-	-	-	35,000	-
PATH	38,234	-	38,234	-	-	-	38,234	-	-	-	-
BMHS											
Community Mental Health	1,038,270	-	1,038,270	15,236	381,789	259,174	241,702	-	369	140,000	-
Rental Income	79,728	17,712	62,016	-	-	-	-	-	62,016	-	-
Other Revenues	850,818	118,779	732,039	139,769	23,255	418,055	124,260	3,000	23,700	-	-
	<u>17,617,214</u>	<u>223,639</u>	<u>17,393,575</u>	<u>6,120,191</u>	<u>744,608</u>	<u>8,435,316</u>	<u>1,070,418</u>	<u>449,991</u>	<u>230,516</u>	<u>321,960</u>	<u>20,575</u>
Administration	-	(223,639)	223,639	80,271	9,766	110,636	14,039	5,902	3,025	-	-
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 17,617,214</u>	<u>\$ -</u>	<u>\$ 17,617,214</u>	<u>\$ 6,200,462</u>	<u>\$ 754,374</u>	<u>\$ 8,545,952</u>	<u>\$ 1,084,457</u>	<u>\$ 455,893</u>	<u>\$ 233,541</u>	<u>\$ 321,960</u>	<u>\$ 20,575</u>

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Personnel Costs:											
Salary and wages	\$ 11,485,451	\$ 2,293,075	\$ 9,192,376	\$ 2,628,976	\$ 994,867	\$ 3,915,919	\$ 895,633	\$ 281,265	\$ 421,121	\$ 54,595	\$ -
Employee benefits	1,545,952	170,224	1,375,728	406,345	83,538	627,910	129,502	59,346	61,572	7,515	-
Payroll Taxes	724,022	153,871	570,151	158,264	66,883	240,197	56,052	16,453	28,272	4,030	-
Professional Fees:											
Accounting/audit fees	35,530	27,291	8,239	2,866	448	3,492	716	269	448	-	-
Legal fees	28,187	20,902	7,285	-	-	-	7,285	-	-	-	-
Other professional fees	367,743	116,389	251,354	19,597	2,565	21,434	4,104	5,739	2,565	195,350	-
Staff Devel. & Training:											
Journals & publications	2,382	631	1,751	725	247	645	67	25	42	-	-
Conferences & conventions	10,676	7,639	3,037	1,961	34	775	54	179	34	-	-
Other Staff Development	45,111	4,112	40,999	4,540	411	34,279	857	366	221	325	-
Occupancy costs:											
Rent	844,688	64,613	780,075	205,368	24,662	447,307	30,829	18,497	46,906	6,506	-
Other Utilities	94,103	8,125	85,978	25,256	3,267	36,590	4,101	2,443	13,516	805	-
Maintenance & repairs	170,099	15,423	154,676	48,607	6,382	69,734	8,154	4,693	15,652	1,454	-
Consumable Supplies:											
Office	15,625	1,054	14,571	5,640	697	5,957	1,114	418	745	-	-
Building/household	47,493	2,808	44,685	12,886	1,713	15,344	2,721	1,286	9,367	1,218	150
Food	40,327	333	39,994	4,740	1,015	5,788	833	312	26,413	587	306
Medical	6,845	438	6,407	2,216	414	2,290	488	673	326	-	-
Other	352,009	27,816	324,193	111,777	17,448	135,807	27,816	10,431	17,385	3,529	-
Depreciation	63,865	4,926	58,939	22,009	3,077	24,009	4,922	1,847	3,075	-	-
Equipment rental	69,725	5,635	64,090	22,267	3,454	27,356	5,484	2,090	3,409	30	-
Equipment maintenance	1,459	72	1,387	537	43	590	83	26	107	1	-
Advertising	9,101	2,515	6,586	2,319	330	2,881	528	198	330	-	-
Printing	14,039	1,070	12,969	4,190	1,088	4,944	850	319	531	1,047	-
Telephone/communications	192,882	12,958	179,924	61,569	25,378	67,631	15,689	5,490	1,498	2,669	-
Postage/shipping	16,697	1,334	15,363	5,335	834	6,502	1,341	500	834	17	-
Transportation:											
Staff	226,730	5,213	221,517	73,941	9,071	75,932	50,040	5,044	5,142	2,347	-
Clients	22,483	-	22,483	2,881	-	1,441	1,547	8,132	8,482	-	-
Assist to Individuals:											
Client services	9,148	-	9,148	3,663	-	3,254	1,438	693	100	-	-
Insurance:											
Malpractice/bonding	44,745	3,580	41,165	14,319	2,237	17,450	3,580	1,342	2,237	-	-
Vehicles	3,361	-	3,361	527	-	810	324	-	1,700	-	-
Comp. Property/liability	107,166	8,573	98,593	34,294	5,358	41,795	8,573	3,215	5,358	-	-
Membership Dues	71,373	57,713	13,660	7,948	3,555	1,156	194	84	698	25	-
Other Expenditures	29,870	29,404	466	166	25	195	40	15	25	-	-
	<u>16,698,887</u>	<u>3,047,737</u>	<u>13,651,150</u>	<u>3,895,729</u>	<u>1,259,041</u>	<u>5,839,414</u>	<u>1,264,959</u>	<u>431,390</u>	<u>678,111</u>	<u>282,050</u>	<u>456</u>
Admin. Allocation	-	(3,047,737)	3,047,737	869,784	281,101	1,303,743	282,422	96,315	151,399	62,973	-
TOTAL PROGRAM EXPENSES	<u>\$ 16,698,887</u>	<u>\$ -</u>	<u>\$ 16,698,887</u>	<u>\$ 4,765,513</u>	<u>\$ 1,540,142</u>	<u>\$ 7,143,157</u>	<u>\$ 1,547,381</u>	<u>\$ 527,705</u>	<u>\$ 829,510</u>	<u>\$ 345,023</u>	<u>\$ 456</u>

Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	Last	Employer/Affiliation	Address	City	State	Zip	Phone	Email	Term Begin	Term End	Officer	Committees
Monica	Kieser	Attorney	144 Park Street	Portsmouth	NH	03801	603-498-1758	mkieser@hpgflaw.com	Jan-12	Jan-21	President	Audit/Finance Board Governance/Nomination Facilities
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	250 Broad Street	Portsmouth	NH	03801	929-3838 (w) 436-7171 (w) 929-0655 (f)	kahyer@mac.com	Apr-97	Jun-23	Vice President	Audit/Finance Chair - Board Governance/Nomination Facilities
Mark	Cochran	Regional Sales Director B2W Software	3 Hilliard Circle	Exeter	NH	03833	603-566-7256	mdcochran@gmail.com	Nov-17	Nov-23	Secretary	Development IT
Brian	Carolan	Principal & Chief Investment Officer	52 Bayside Road	Greenland	NH	03840	603-379-8161	brianc@cmhwealth.com	Mar-18	Mar-21	Treasurer	Finance
Jason	Coleman, SMSgr NHANG	Financial Systems Analyst, United States Air Force	20 Woodbury Lane	Eliot	Me	03903	430-3491 (h) 430-2461 (w) 817-9786 (c)	jason.d.coleman.mil@mail.mil	Feb-03	Feb-21	N/A	Facilities IT
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth	313 Miller Avenue	Portsmouth	NH	03801	603-498-2126	kdwyerlaw@live.com	Aug-13	Aug-22	N/A	Development
Sandi	Hennequin	Vice President, U.S. Public Affairs, Emera Energy	44 Woodland Road	North Hampton	NH	03862	603-828-9729 © 603-379-2786 (h)	sandihennequin@comcast.net	May-17	May-23	N/A	Development
Dave	Keaveny	Portsmouth Police Department	23 Shagbark Lane	Eliot	ME	03903	603-812-7308	dkeaveny@cityofportsmouth.com	Feb-20	Feb-23	N/A	
Erin	Lawson	Principal	46 Columbia Street, Unit 1	Portsmouth	NH	03801	717-586-2533	erinnlawson@gmail.com elawson@saau52.org	Jan-16	Jan-22	N/A	Development
Andy	Mameczak	Owner AMM Consulting, LLC	67 Cabot Street, Unit 4	Portsmouth	NH	03801	603-828-4427	andy@ammcorp.com	May-19	May-22	N/A	IT
John	Pendleton	Judge - NH Court System	1051 South Street	Portsmouth	NH	03801	373-8551 (h) 731-0273 (c)	JPendleton@courts.state.nh.us	Feb-06	Feb-21	N/A	Nominating
Ned	Raynolds	Employee/Owner - Commercial Solar Consultant	110 Aldrich Road	Portsmouth	NH	03801	603-365-1725	nedr@precisionenergy.com Nedr64@gmail.com	May-14	May-23	N/A	Facilities
Paul	Sorli	Proprietor, Portsmouth Gas Light Company	60 Market Street	Portsmouth	NH	03801	512-7817 (cell) 430- 9122 (work)	sorlip@aol.com	Feb-00	Feb-21	N/A	Audit/Finance Chair - Facilities
Eric	Spear	Owner IT Company Precision Campus	49 Mt. Vernon Street	Portsmouth	NH	03801	436-8060	ericspearportsmouth@outlook.com	Mar-19	Mar-22	N/A	IT
Peter	Taylor	Attorney	127 Parrot Avenue	Portsmouth	NH	03801	436-0666 (w) 766-9122 (direct line) 828-6324 (c)	ptaylor@hpgflaw.com	Jan-19	Jan-22	N/A	Development
Mary	Toumpas	Independent Compliance Consultant	18 Huckleberry Lane	Hampton	NH	03842	203-257-9050	marytoumpas@gmail.com	Jan-19	Jan-22	N/A	Development Finance

<i>First</i>	<i>Last</i>	<i>Employer/Affiliation</i>	<i>Address</i>	<i>City</i>	<i>State</i>
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.	461 Middle Street	Portsmouth	NH
Carole	Bunting	Retired	796 Middle Street	Portsmouth	NH
Jason	Coleman	Financial Systems Analyst, United States Air Force	586 Woodbury Avenue	Portsmouth	NH
Paul	Sorli	Proprietor, Portsmouth Gas Light Company	60 Market Street	Portsmouth	NH
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC	One Hampshire Avenue Suite 120	Portsmouth	NH
Timothy	Black	Police Officer/Attorney	96 Atlantic Avenue	North Hampton	NH
Susan	Craig	Ph.D. - Consultant/Author	5 Comings Street	Exeter	NH
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth	Assistant City Attorney City of Portsmouth		
Timothy	Graff	Operations Officer, United States Air Force	140 Oak Hill Road	Barrington	NH
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	55 High Street	Hampton	NH
Lindsay	Josephs	Retired	540 Washington Road	Rye	NH
Monica	Kieser	Attorney	20 Union Street	Portsmouth	NH
Ed	Miller	Financial Advisor	19 Hampton Road, Unit 5	Exeter	NH
Nike	Speltz	Retired	570 Sagamore Avenue, Unit 108	Portsmouth	NH
Robert	Stomierosky	Consultant	P.O. Box 449	Rye Beach	NH

Diane	Agrodnia-Dorow	Investment/Insurance Advisor	570 Dennett Street	Portsmouth	NH	03801	430-8034 (h) 436-7809 (w) 969-7705 (c)	agrods@aol.com	3-Feb	5/19/2009		
Catherine	Allen		Nason Road	Hampton Falls	NH		778-0285		1983	?		
Anthony	Andronaco	CFO, Vice President and Account Executive of DataRisk	One New Hampshire Avenue, Suite 120	Portsmouth	NH	03801	603-778-8965	tandronaco@datarisk.com	2/21/2012	7/31/2012		
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC	One Hampshire Avenue Suite 120	Portsmouth	NH	03801	603-778-8965	tandronaco@datarisk.com	Aug-13	Aug-16		
Susan	B.R. McLane	College for Lifelong Learning	55 Aldrich Road	Portsmouth	NH	03801	334-6062 (w)		1994?	1995		
Hugh	Baver	Senior Territory Manager, IBM	9 Smitty's Way	New Durham	NH	03855	859-4711 (h) 859-7711 (w) 502-7711 (c)	hbaver@us.ibm.com	Jan-05	Jan-08		
Timothy	Black	Police Officer/Attorney	96 Atlantic Avenue	North Hampton	NH	03862	603-231-4155	t.black@comcast.net	Jan-12	Jan-15	N/A	Development
Mary Ann	Blanchard		34 Harrison Avenue	Portsmouth	NH	03801	436-7008 (h)		?	1993		
Carole	Bunting	Retired	796 Middle Street	Portsmouth	NH	03801	501-0294 (h) 988-8144 (c)	bunts3@aol.com	Nov-07	Nov-13		Vice President
Thomas	Burbank	DC Health & Co.	415 Winnacunnet Road	Hampton	NH	03842	926-2396		1979	1982		
Jason	Coleman	Financial Systems Analyst, United States Air Force	586 Woodbury Avenue	Portsmouth	NH	03801	430-3491 (h) 430-2461 (w) 817-9786 (c)	jason.coleman@ang.af.mil jcol1976@gmail.com	Feb-03	Feb-15		Treasurer
Timothy	Connors	Portsmouth Housing Authority	245 Middle Street	Portsmouth	NH	03801	436-4310 (w)		1994?	1995		
Geraldine	Copeland								1973	1974		
Susan	Craig	Ph.D. - Consultant/Author	5 Corings Street	Exeter	NH	03833		craigsus@juno.com	Jan-13	Jan-16	N/A	None
Melody	Dahl	Newspaper Editor	23 Edgewood Drive	Hampton	NH	03842	926-4511		1979	1984?		
Ernest	D'Angelo								1973	1976		
Albert	D'Antonio	District Coordinator, Pike Industries	650 Peverly Hill Road	Portsmouth	NH	03801	436-4432 (w) 431-4682 (f)	N/A	Aug-79	Aug-09		
William	Davis	Comptroller, 157th Air Refueling Wing, NH Air National Guard	PO Box 1003	Newfields	NH	03856	430-3369 (w) 772-6783 (h) 793-2592 (c)	william.davis.2@ang.af.mil	Oct-06	Dec-11		
Stephen	Dunfey	Writer/Journalist	675 South Street, Apt. 5	Portsmouth	NH	03801	431-3976 (h) 498-8481 (c)	scdunfey@comcast.net	Jan-01	Jan-13	N/A	None
Charlotte	Duquette	Director, Consumer Alliance	3 Beech Street	Newmarket	NH	03857	659-2463 (h)	N/A	Jan-01	Jan-08		
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth	Assistant City Attorney City of Portsmouth				603-433-1877 (H)	dwertaw@live.com	Aug-13	Aug-16		
Thomas	Flynn	Judge	95 Court Street	Portsmouth	NH	03801			1973	1982		
D. John	Foley	Foley Industrial Supply	75 Albany Street	Portsmouth	NH	03801	436-5360		1979	1984?		
Arthur	Gilcreast	Educator	10 Maple Street	Exeter	NH	03833	778-8443 (h)	egilcreast@attbi.com	1994?	Jun-02		
Joseph	Glandorf			Seabrook	NH				1979	1982?		
Timothy	Graff	Operations Officer, United States Air Force	140 Oak Hill Road	Barrington	NH	03825	430-3328 (w) 682-8469 (c)	graff135@aol.com	Feb-03	Feb-15		Finance
Peter	Griffin	Great Bay Marina	17 Pond Path	North Hampton	NH	03862	964-3988 (h)		1992	2001		
Todd	Hanson	JSA Architects Interior Planners	55 Green Street	Portsmouth	NH	03801	436-2551 (w) 431-9795 (h)	thanson@jsainc.com	Jul-02	Mar-10		New Heights Advisory Board Chair (Exofficio)
John	Hoar	NH State Representative	Prescott Road	Epping	NH	03042	679-5486		1974	Dec-95		

Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	55 High Street	Hampton	NH	03842	929-3838 (w) 436-7171 (w) 929-0655 (f)	kahyer@mac.com	Apr-97	Jun-14	N/A	Facilities
Marjorie	Iafolla	Retired	PO Box 121	North Hampton	NH	03862-0121	603-964-6347		Aug-94	Aug-08		
Lindsay	Josephs	Treasurer - Seacoast Consumer Alliance Peer Support Center	540 Washington Road	Rye	NH	03870		washingtonroad@comcast.net	Jan-13	Jan-16	N/A	None
Theodore	Keith		139 Atlantic Avenue	North Hampton	NH	03862	964-9874 (h)		1992	1995		
Monica	Kieser	Attorney	20 Union Street	Portsmouth	NH	03801	603-498-1758	mkieser@nhpd.org	Jan-12	Jan-15	N/A	Audit/Finance
	<i>First Last</i>	<i>Employer/Affiliation</i>	<i>Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>Phone</i>	<i>Email</i>	<i>Term Begin</i>	<i>Term End</i>		
Gary	Marmontello	Apogent Technologies	30 Penhallow Street	Portsmouth	NH	03801	433-6131 (w)	gmarmontello@apogent.com	Feb-00	Sep-02		
John	McPhee	Reverend							1976	1977		
Ed	Miller	Financial Advisor	19 Hampton Road, Unit 5	Exeter	NH	03833	603-773-5822	ed.miller@edwardjones.com	Apr-12	Apr-15	N/A	Audit/Finance
Edward	O'Connell								1973	1977		
Deirdre	O'Leary	Artist	80 Old Beach Road	Rye Beach	NH	03871	964-6977 (h)		1994	Oct-95		
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.	461 Middle Street	Portsmouth	NH	03801	433-7040 (w) 373-8551 (h) 731-0273 (c)	jpndleton@granitestatelawyers.com	Feb-06	Feb-15	President	Audit/Finance Board Governance/Nomination Development Facilities
Jodi	Philpott-Jones								1994	Oct-96		
Scott	Pope	Pope Housing	45 Rear Route 125	Kingston	NH	03848	436-2903 (h)	popehousing@aol.com	Feb-00	Nov-05		
Rona	Purdy	Retired	P.O. Box 2091	New Castle	NH	03854	430-9991 (h) 430-9992 (f)	mpurdy@aol.com	Sep-01	Aug-07		
Dana	Quinn	New England Signal Systems	P.O. Box 326	Northwood	NH	03261	942-8938		1983	1983?		
Doris	Regan								1973	1974		
Diane	Schaefer	UNH	620 Lincoln Avenue	Portsmouth	NH	03801	430-8658 (h)	diane.schaefer@unh.edu	Nov-05	Mar-10		New Heights Advisory Board Vice Chair (Exofficio)
Patty	Schwartz	Retired	PO Box 843	Rye	NH	03870	436-3416	pb155187@comcast.net	Feb-97	Jun-12		
William	Scott	Attorney, Boynton, Waldron, Doleac and Scott, P.A.	P.O. Box 418	Portsmouth	NH	03801	431-2233 (w)	wscott@nhlawfirm.com	Jun-89	Feb-13	N/A	Evaluation Nomination
Jean	Seavy								1973	1974		
C. G.	Shaffer	Educational Program Planning	675 South Street #8	Portsmouth	NH	03801	770-8932	cgshaffer@gmail.com	Aug-10	Jan-13	Secretary	None
Joseph	Shanley	Reak Estate Broker	P.O. Box 467	Portsmouth	NH	03801-0467	436-4808 (w)		Oct-98	2001		
Gerald	Shattuck	Pediatrician	288 Lafayette Road	Portsmouth	NH	03801	436-3030		1973	1983?		
Robert	Simpson								1973	1978		
Paul	Sorli	Proprietor, Portsmouth Gas Light Company	60 Market Street	Portsmouth	NH	03801	512-7817 (cell) 430-9122 (work)	sorlip@aol.com	Feb-00	Feb-15	Secretary	Audit/Finance Chair - Facilities
Nike	Speltz	Retired	570 Sagamore Avenue, Unit 108	Portsmouth	NH	03801	422-6363 (h) 494-4800 (c)	nspeltz@mac.com	Apr-04	Apr-16		Audit/Finance Development
Robert	Stomiersky	Consultant	P.O. Box 449	Rye Beach	NH	03871-0449	926-1578 (h)	goldstom@comcast.net	Aug-94	Aug-16	N/A	Facilities
John	Tillinghast		77 Exeter Road	North Hampton	NH	03862	964-7454 (h)	jatillinghast@yahoo.com	1994?	Nov-05		
Arthur	Tufts								1973	1978		
William	Wagner	Janitorial Service	11 Taft Road	Portsmouth	NH	03801	431-8640		1973	1983?		
Stephen	Witt	Granite Bank	2 Deer Run Road	North Hampton	NH	03862	430-6811 (w)	switt@granitebank.com	Feb-00	Apr-03		

Geraldine A. Couture

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 - April 2002

**Interim Director of Child Adolescent and Family Services, November 2000 -
Compliance Officer**

Oversee fiscal and administrative functions of large community mental health center.

Coordinate development and monitoring of annual budget and state contract.

Facilitate ongoing development of team model Child, Adolescent and Family Services

Department including direct supervision of management staff, regional planning and inter-agency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH

Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991

Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental health center.

Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987

Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986

Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA

President, June 1984 - April 1986

Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH

Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH

**Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies,
May 1984**

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Experience

Medical Director

Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents,
and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice

Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist

Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist

Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students
during their rotation in Child Psychiatry and for Tufts University residents in
Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Enuresis", 1978

American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971

Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968

Presented at the Annual Meeting of the American Academy of Child Psychiatry,
1968

Linda S. Every

EMPLOYMENT:

2002-Present: Associate Director, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave, Portsmouth, NH 03801. Responsible for fiscal and administrative functions; Oversee development of annual budget and contract; Monitor and ensure proper financial controls are in place. Supervision of Management Staff. Member: Personnel, Compliance, and Quality Improvement Committees.

1993-2002: Business Office Manager, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue, Portsmouth, NH 03801. Responsible for all the accounting functions, non-client Accounts Receivable, Accounts Payable, Payroll and Purchasing. Duties include supervision and annual appraisal of accounting staff; preparation and analysis of financial statements; grants management; cash management; and coordinating the annual financial audit; prepare financial reports for various funding sources; Write and review policies and procedures as they pertain to the business functions. Ensure proper accounting controls are in place.

1989-1993: Promoted to Business Office Manager, Seacoast Mental Health Center Inc., 1145 Sagamore Ave., Portsmouth, NH 03801. Responsible for Accounts Payable, Payroll, Purchasing, non-client Accounts Receivable. Assisted with preparation of financial statements, and year end audit. Participated in the selection of new computer system, both hardware and software, and the implementation of that system. Provided backup up for the computer department.

1986-1989: Accountant, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave., Portsmouth, NH 03801, Responsible for processing semimonthly Payroll and Accounts payable. Prepared daily deposits, maintained fixed assets, posted all non-client cash receipts. Streamlined the accounts payable process. Assisted with month end close.

1985-1986: Accountant, G&M Construction Corporation. 205 Lafayette Rd., North Hampton, NH. Responsible for processing Accounts Payable, Accounts Receivable, Payroll, Job Costing and Equipment Charges. Verified accuracy of financial information.

1984-1985: Accounts Payable/Payroll Clerk, Griffin Construction Company Inc., PO Box 149 Portsmouth, NH. Responsible for verifying and processing all incoming invoices, processed weekly-computerized payroll for 60 employees. Assisted in preparing audit work papers.

EDUCATION:

Bachelors Degree, June 1989, in Business administration. New Hampshire College, Greenleaf Ave.

Portsmouth, NH 03801.

Associate Degree, August 1983, in Accounting and Business Management, McIntosh College, Cataract Ave. Dover, NH 03820.

MEMBERSHIPS:

Member Institute of Management Accountants.

REFERENCES: Available on request

CONTRACTOR NAME: Seacoast Mental Health Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	179,897	0%	
Linda Every	Associate Director	114,515	0%	
Wassfy Hanna	Medical Director	116,825	0%	
	FY 2020 Levels			



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hë-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the 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.

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and His Honorable Council
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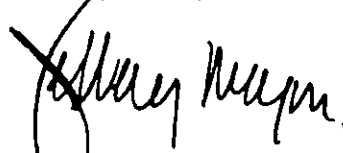
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<i>Subtotal</i>	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<i>Subtotal</i>	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<i>Subtotal</i>	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<i>Subtotal</i>	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<i>Subtotal</i>	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			<i>Subtotal</i>	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<i>Subtotal</i>	\$331,626

Financial Details

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	\$88,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				\$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-08)

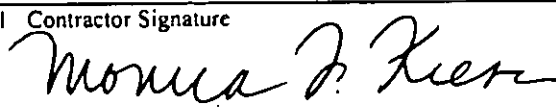
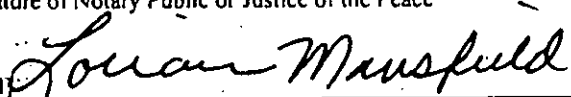

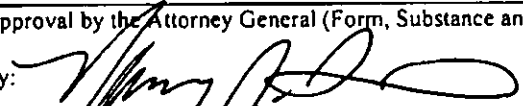
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Monica F. Kiesel, President - Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>August 1, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		LORRAINE MANSFIELD Justice of the Peace - New Hampshire My Commission Expires February 6, 2024	
1.13.2 Name and Title of Notary or Justice of the Peace Lorraine Mansfield, J.P.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/19/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

MPK
8/1/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

MPK
8/11/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
 - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
 - 2.1.1.1. The guardian or other involved family member, as appropriate.
 - 2.1.1.2. The referring agent.
 - 2.1.1.3. An identified mental health center representative.

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**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
 - 2.2.1. Obtain the individual's housing history.
 - 2.2.2. Assess individual housing preferences.
 - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
 - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
 - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
 - 2.2.4.2. Credit checks.
 - 2.2.4.3. Provision of references.
 - 2.2.5. Assist individuals with contacting potential landlords.
 - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
 - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
 - 2.2.8. Ensure individuals understand fair housing laws.
 - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Securing utilities.

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**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.

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**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.

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**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.

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**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.

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**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Seacoast Mental Health Center, Inc.

Exhibit B

Contractor Initials

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SS-2020-DBH-01-HOUSE-08

Page 1 of 2

Date



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services
Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health Services
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

		Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
Line Item		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1	Total Agency/Wages	41,354.00	-	41,354.00	-	-	-	41,354.00	-	41,354.00
2	Employee Benefits	12,407.00	-	12,407.00	-	-	-	12,407.00	-	12,407.00
3	Consultants	-	-	-	-	-	-	-	-	-
4	Equipment	-	-	-	-	-	-	-	-	-
	Rent	-	-	-	-	-	-	-	-	-
	Repair and Maintenance	-	-	-	-	-	-	-	-	-
	Purchase/Replacement	750.00	-	750.00	-	-	-	750.00	-	750.00
5	Supplies	-	-	-	-	-	-	-	-	-
	Educational	-	-	-	-	-	-	-	-	-
	Lab	-	-	-	-	-	-	-	-	-
	Pharmacy	-	-	-	-	-	-	-	-	-
	Medical	-	-	-	-	-	-	-	-	-
	Other	275.00	-	275.00	-	-	-	275.00	-	275.00
6	Travel	1,800.00	-	1,800.00	-	-	-	1,800.00	-	1,800.00
7	Occupancy	338.00	-	338.00	-	-	-	338.00	-	338.00
8	Current Expenses	-	-	-	-	-	-	-	-	-
	Printing	770.00	-	770.00	-	-	-	770.00	-	770.00
	Postage	270.00	-	270.00	-	-	-	270.00	-	270.00
	Subscriptions	-	-	-	-	-	-	-	-	-
	Audit and Legal	338.00	-	338.00	-	-	-	338.00	-	338.00
	Insurance	873.00	-	873.00	-	-	-	873.00	-	873.00
	Board Expenses	-	-	-	-	-	-	-	-	-
	Miscellaneous / Contingency	373.00	-	373.00	-	-	-	373.00	-	373.00
9	Rentals	450.00	-	450.00	-	-	-	450.00	-	450.00
10	Materials/Communications	-	-	-	-	-	-	-	-	-
11	Real Estate and Insurance	563.00	-	563.00	-	-	-	563.00	-	563.00
12	Subcontract/Assignment	-	-	-	-	-	-	-	-	-
13	Other (specify detail mandatory)	-	-	-	-	-	-	-	-	-
	Criminal Records Check	500.00	-	500.00	-	-	-	500.00	-	500.00
14	Admin	-	7,292	7,292	-	-	-	-	7,292	7,292
	TOTAL	60,788	7,292	68,081	-	-	-	60,788	7,292	68,081

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Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

New Hampshire Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Newburg Bridge Subsidy Program Services

Budget Period: 6/1/21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	\$ 35,144.00	-	\$ 35,144.00	-	-	-	\$ 35,144.00	-	\$ 35,144.00
2 Employee Benefits	16,543.00	-	16,543.00	-	-	-	16,543.00	-	16,543.00
3 Computers	-	-	-	-	-	-	-	-	-
4 Equipment	-	-	-	-	-	-	-	-	-
5 Rent and Maintenance	-	-	-	-	-	-	-	-	-
6 Purchase	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
7 Office	300.00	-	300.00	-	-	-	300.00	-	300.00
8 Travel	2,450.00	-	2,450.00	-	-	-	2,450.00	-	2,450.00
9 Occupancy	450.00	-	450.00	-	-	-	450.00	-	450.00
10 Current Expenses	800.00	-	800.00	-	-	-	800.00	-	800.00
11 Postage	300.00	-	300.00	-	-	-	300.00	-	300.00
12 Reproduction	450.00	-	450.00	-	-	-	450.00	-	450.00
13 Audit and Legal	800.00	-	800.00	-	-	-	800.00	-	800.00
14 Board Expenses	500.00	-	500.00	-	-	-	500.00	-	500.00
15 Miscellaneous (Contractors)	800.00	-	800.00	-	-	-	800.00	-	800.00
16 Software	750.00	-	750.00	-	-	-	750.00	-	750.00
17 Other (Travel, utility, mandatory)	-	-	-	-	-	-	-	-	-
18 Criminal Records Check	800.00	-	800.00	-	-	-	800.00	-	800.00
19 Admin	-	8,722.00	8,722.00	-	-	-	-	8,722.00	8,722.00
TOTAL	\$ 81,017	\$ 8,722	\$ 89,739	-	-	-	\$ 81,017	\$ 8,722	\$ 89,739

NPK
Contract Value
Date 8/1/19

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. **Confidentially of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

- 12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

- 13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

- 14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

- 15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

- 16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- 19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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New Hampshire Department of Health and Human Services
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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials

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New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

8/1/19
Date

Vendor Name: Seacoast Mental Health Center
Inc.

Monica F. Kieser
Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MPK
Date 8/1/19



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: *Seacoast Mental Health Center*
Inc

8/1/19
Date

Monica F. Kiese
Name: *MONICA F. KIESE*
Title: *President, Board of Directors*

Vendor Initials *MFK*
Date 8/1/19

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials MPK
Date 8/1/19

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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.

8/1/19
Date

Vendor Name: Seacoast Mental Health Center
LLC.

Monica F. Kieser
Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MFK
Date 8/1/19

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

MFR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

8/11/19

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

8/1/19
Date

Vendor Name: Seacoast Mental Health Center
Monica F. Kieser *clac*
Name: MONICA F. KIESER
Title: President, Board of Directors

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

MFK

Date

8/1/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Date 8/1/19

Vendor Name: Seacoast Mental Health Center
inc.
Monica F. Kiesel
Name: Monica F. Kiesel
Title: President, Board of Directors

Vendor Initials MAK
Date 8/1/19



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

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Date 8/11/19



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

MP4
Date 8/1/19

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

Vendor Initials MPG
Date 8/11/19

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Vendor Initials

MPK

Date

8/1/19

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Vendor Initials

MPK

Date

8/1/19



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State

Kate S. Fay
 Signature of Authorized Representative

Kate S. Fay
 Name of Authorized Representative

Director
 Title of Authorized Representative

8/2/19
 Date

Seacoast Mental Health Center, Inc

 Name of the Vendor

Monica F. Kiesel
 Signature of Authorized Representative

Monica F. Kiesel
 Name of Authorized Representative

President Board of Directors
 Title of Authorized Representative

8/1/19
 Date

Vendor Initials *MPK*
 Date *8/1/19*

New Hampshire Department of Health and Human Services
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

8/1/19
Date

Vendor Name: Seacoast Mental Health Center
etc.
Monica F. Kieser
Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MPK
Date 8/1/19



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Vendor Initials MPK
Date 8/1/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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8/1/19

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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8/1/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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8/1/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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8/1/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 113 Crosby Road, Suite #1, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units ~~with~~ rent

Behavioral Health & Developmental Services
of Strafford County, Inc. d/b/a Community
Partners of Strafford County

Amendment #1

Contractor Initials

Bl



New Hampshire Department of Health and Human Services Housing Bridge Subsidy Program Services

-
- requirements within the payment standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.
- 2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.
 - 2.2.5. Assisting individuals with contacting potential landlords.
 - 2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
 - 2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.
 - 2.2.8. Ensuring individuals understand fair housing laws.
 - 2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Security utilities.
 - 2.2.9.3. Obtaining furniture.
 - 2.2.9.4. Purchasing groceries.
 - 2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.
 - 2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:
- 2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.
6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:
- 2.12. The Contractor shall work with the Department to create and enforce programmatic policies



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:
 - 2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:
 - 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
 - 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
 - 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.
8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:
 - 4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.
9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:
 - 5.2. The performance measures will be designated to evaluate:
 - 5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.
 - 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
 - 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.
10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:
 7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.
12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/7/2020

Date

DocuSigned by:

Katja Fox

ED9D05804C63442...

Name: Katja Fox

Title: Director

Behavioral Health & Developmental Services of Strafford
County, Inc. d/b/a Community Partners of Strafford County

10/6/2020

Date

DocuSigned by:

Brian Collins

4B23C48CE1454BB...

Name: Brian Collins

Title: Executive Director



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/13/2020

Date

DocuSigned by:

DSCA8202E32C4AE

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015	\$ 10,015	\$ -	\$ -	\$ -	\$ -	\$ 10,015	\$ 10,015
TOTAL	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472

Indirect As A Percent of Direct

12.0%

State of New Hampshire

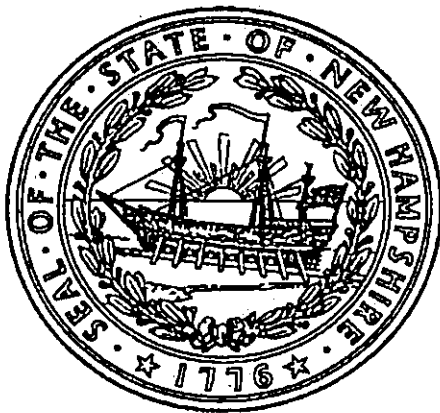
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number: 0004893281



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without a Seal)

I, Ann Landry, do hereby certify that:
(Name of the Clerk of the Corporation. cannot be signatory)

(1) I am the duly elected clerk of Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners
(Corporation Name)

(2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on October 6, 2020.
(date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Education.

RESOLVED: That Brian Collins Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

(3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the 6th day of October, 2020.
(day, month, yr) (must be same date as the contract date)

(4) Brian Collins is the duly elected Executive Director of the corporation.
(name of contract signatory) (title of contract signatory)

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this 6th day of October, 2020.

Ann Landry
(Signature of Clerk of Corporation)

STATE OF NEW HAMPSHIRE

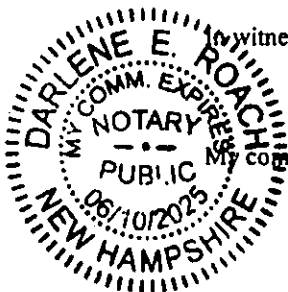
COUNTY OF Strafford

On Oct 6th 2020, the foregoing instrument was acknowledged before me.

In witness whereof I hereunto set my hand and official seal.

Darlene E Roach

Notary Public/Justice of the Peace



My commission expires on:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: hprescott@crossagency.com FAX (A/C, No): (803) 645-4331	
INSURED Behavioral Health & Developmental Services of Strafford County Inc DBA Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Granite State Health Care & Human Services SIG Trust INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 20-21 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Professional Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK2201367	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			HCHS20200000203 3A: NH	02/01/2020	02/01/2021	<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	Directors & Officers Liability			PHSD1586210	11/01/2020	11/01/2021	Limit	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

State of NH; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

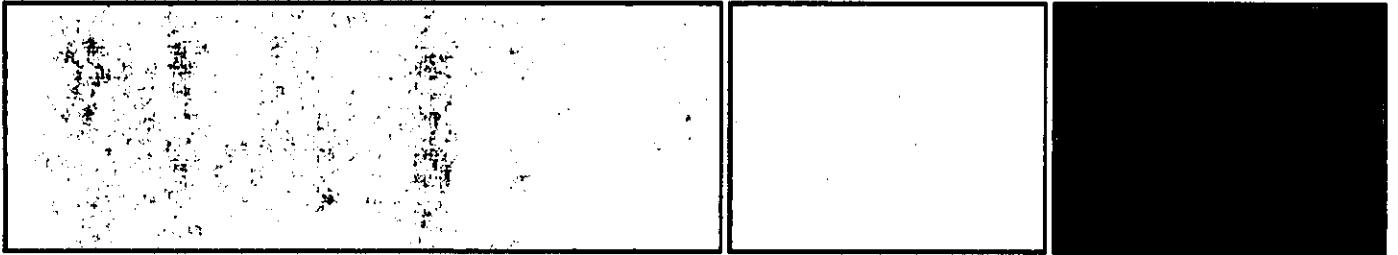
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

Change in Accounting Principle

As discussed in Note 1 in the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
October 30, 2019

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Restricted cash	112,436	93,425
Accounts receivable, net of allowance for doubtful accounts	1,171,501	888,387
Grants receivable	162,264	58,222
Prepaid expenses	401,402	379,559
Property and equipment, net	<u>2,118,838</u>	<u>2,064,440</u>
 Total assets	 <u>\$ 7,990,412</u>	 <u>\$ 7,137,383</u>

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable and accrued expenses	\$ 2,540,469	\$ 2,134,786
Estimated third-party liability	1,202,701	1,121,051
Operating lease payable	40,785	-
Loan fund	89,473	89,383
Notes payable	<u>884,773</u>	<u>845,882</u>
 Total liabilities	 4,758,201	 4,191,102
 Net assets without donor restrictions	 <u>3,232,211</u>	 <u>2,946,281</u>
 Total liabilities and net assets	 <u>\$ 7,990,412</u>	 <u>\$ 7,137,383</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$29,163,571	\$26,026,898
Medicare revenue	196,444	161,239
Client resources	1,934,005	1,685,020
Contract revenue	1,546,526	1,517,328
Grant income	1,111,668	579,929
Interest income	8,454	209
Other program revenue	722,753	376,241
Public support	123,304	90,301
Other revenue	<u>198,539</u>	<u>86,683</u>
Total public support and revenue	<u>35,005,264</u>	<u>30,523,848</u>
Expenses		
Program services		
Case management	1,041,170	938,043
Day programs and community support	5,034,457	4,450,160
Early support services and youth and family	4,196,063	3,731,529
Family support	634,699	530,399
Residential services	10,799,339	10,051,324
Combined residential, day and consolidated services	3,599,405	2,927,266
Adult services	2,665,698	2,443,596
Emergency services	654,437	561,016
Other	<u>2,655,420</u>	<u>1,516,784</u>
Total program expenses	31,280,688	27,150,117
Supporting services		
General management	<u>3,438,646</u>	<u>3,138,272</u>
Total expenses	<u>34,719,334</u>	<u>30,288,389</u>
Change in net assets without donor restrictions	285,930	235,459
Net assets, beginning of year	<u>2,946,281</u>	<u>2,710,822</u>
Net assets, end of year	<u>\$ 3,232,211</u>	<u>\$ 2,946,281</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2019

	Care Management	Det Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Commodified Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 908,600	\$ 4,143,093	\$ 4,280,603	\$ 305,782	\$ 12,217,775	\$ 3,856,075	\$ 3,197,558	\$ 45,653	\$ 720,022	\$ 29,163,571	\$ -	\$ 29,163,571
Medicare revenue		18,238					158,215		19,991	196,444		196,444
Client resources	61,044	62,687	528,823		1,042,019	23,156	128,198	26,324	61,774	1,834,065		1,834,065
Contract revenue	105,289	308,384	404,433		19,828	46,470	700	179,823	199,984	1,340,470		1,340,528
Grant income		75,112	84,404				62,879	4,238	837,857	1,107,668		1,111,668
Interest income												8,454
Other program revenue		47,510	26,280						642,092	715,882		722,753
Public support	12,575	6,503	17,150			2,897	2,425		60,648	118,313		123,304
Other revenue	164	200	265		24,411		11,225		13,810	50,175		181,539
Total public support and revenue	1,100,682	4,662,307	5,321,058	425,204	13,304,083	3,920,098	3,559,000	257,038	2,068,154	34,628,528	378,736	35,007,264
Expenses												
Salaries and wages	618,554	2,581,978	2,845,378	153,744	1,186,741	1,574,688	1,852,810	262,726	1,330,135	12,255,982	2,225,787	14,481,749
Employee benefits	155,069	725,683	618,235	43,641	288,380	114,978	206,738	57,444	425,053	2,633,640	502,190	3,136,030
Payroll taxes	45,086	205,829	194,855	11,781	88,697	119,265	96,181	19,156	116,096	886,728	152,858	1,049,586
Contracted substitute staff		7,196								7,196		10,094
Client treatment services	25,457	59,794	117,396	300,788	4,080,658	1,478,666	61,871		13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,809	59,399	106,919	7,212	14,046	14,046	81,569		70,397	752,847	90,707	843,554
Subcontractors		420,214			4,656,701	49,090				5,126,005		5,126,005
Staff development and training	2,207		17,066	4,437	3,165	4,499				64,488		143,321
Rent		99,754	93,481		35,450		70,190		51,078	357,458		378,670
Utilities	9,370	55,250	23,008	1,492	18,311	2,346	11,916		88,105	215,709		245,685
Building maintenance and repairs	14,596	71,509	43,135	2,340	50,890	3,920	21,130		127,740	335,556		354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299		28,422	131,714		140,295
Office	10,417	64,185	56,760	2,411	21,475	4,191	31,606		51,088	247,593		335,115
Building and housing	3,575	15,858	8,170	722	6,394	825	4,138		6,883	47,237		55,948
Client consumables	949	28,358	6,315	2,987	20,368	48,309	3,894		11,078	122,841		124,381
Medical		1,388	538		178		639		621	3,439		3,711
Equipment maintenance	15,857	50,222	45,322	2,687	21,875	5,603	30,933		18,893	183,431		233,876
Depreciation	30,884	152,833	79,473	5,581	69,061	14,988	40,071		24,080	422,658		482,068
Advertising	237	1,049	1,788	25	412	67	723		189	4,548		5,829
Printing		31	366				82		12	30		1,366
Telephone and communications	17,280	40,314	38,423	3,011	9,489	4,559	27,879		23,495	168,396		209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928		4,414	22,051		23,791
Transportation	13,906	217,549	31,547	4,005	88,089	110,411	29,107		26,433	522,709		538,105
Assistance to individuals	21,822	2,555	3,429	84,929	15,494	42,055	1,234		29,655	202,385		206,950
Insurance	8,781	78,150	36,307	1,596	25,423	4,291	33,316		12,620	204,072		234,708
Membership dues	22	2,033	104	49			3,971		104,785	110,869		115,050
Interest		5,844	2,181	371	3,119	622	818		6,568	21,904		25,521
Other		507	214			20			69,322	70,063		77,272
Total expenses	1,041,170	5,034,457	4,186,063	634,699	10,799,339	3,599,405	2,665,688	654,437	2,655,120	31,280,688	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	\$ 59,512	\$ (372,150)	\$ 1,125,895	\$ (209,495)	\$ 2,504,744	\$ 330,693	\$ 893,302	\$ (397,399)	\$ (589,267)	\$ 3,345,840	\$ (3,059,910)	\$ 285,930

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 920,907	\$ 3,887,191	\$ 3,782,751	\$ 259,438	\$ 11,036,070	\$ 3,068,210	\$ 2,965,282	\$ 48,078	\$ 48,971	\$ 26,026,898	\$ -	\$ 26,026,898
Medicare revenue	-	10,857	-	-	-	-	146,082	-	4,500	161,239	-	161,239
Client resources	32,058	68,442	348,568	-	1,020,781	23,591	152,422	22,087	19,073	1,685,020	-	1,685,020
Contract revenue	75,994	317,384	402,960	76,179	11,000	46,470	160	174,358	201,004	1,305,509	211,819	1,517,328
Grant income	-	30,160	97,798	16,805	-	994	55,759	1,127	373,378	578,078	3,850	579,929
Interest income	-	-	-	-	-	-	-	-	-	-	209	209
Other program revenue	-	92,070	26,878	-	-	-	731	-	250,462	370,241	6,000	376,241
Public support	12,221	4,397	11,429	19,347	167	3,001	2,105	-	30,205	82,872	7,429	90,301
Other revenue	1,106	2,665	102	50	24,581	24	11,100	-	17,966	57,574	29,109	86,683
Total public support and revenue	1,042,284	4,410,966	4,850,586	371,879	12,092,579	3,172,290	3,333,641	245,850	945,557	30,265,432	254,416	30,523,848
Expenses												
Salaries and wages	573,563	2,334,535	2,384,340	135,458	1,182,485	1,427,496	1,724,618	234,968	777,673	10,755,116	2,012,518	12,787,634
Employee benefits	127,369	571,882	487,707	30,732	234,790	113,097	170,400	47,580	238,267	2,031,804	401,027	2,432,631
Payroll taxes	42,969	188,325	172,516	10,426	86,572	110,551	97,419	17,267	74,470	800,515	136,186	936,701
Contracted substitute staff	-	8,368	2,800	-	-	-	2,800	-	-	13,988	53,702	67,670
Client treatment services	10,827	67,809	116,237	224,666	4,038,745	1,022,151	56,015	2	11,350	5,548,902	253	5,549,155
Professional fees and consultants	37,551	63,663	80,725	8,746	50,597	14,821	66,579	229,745	27,758	576,185	85,367	661,552
Subcontractors	-	394,867	-	-	4,047,794	1,029	-	-	-	4,443,690	-	4,443,690
Staff development and training	6,106	17,878	20,736	2,756	5,029	6,634	13,859	905	5,274	78,777	69,209	148,046
Rent	89,468	54,495	-	-	31,000	-	61,630	5,884	38,153	260,410	15,544	275,954
Utilities	8,504	44,974	19,099	1,512	17,416	1,933	11,609	4,714	26,238	135,999	27,832	163,831
Building maintenance and repairs	22,214	52,255	40,205	3,892	95,596	5,181	14,595	512	20,995	255,445	37,307	292,752
Other occupancy costs	3,623	42,839	13,633	644	8,453	824	6,713	-	23,753	102,482	6,452	108,934
Office	12,161	85,300	87,182	2,585	29,007	4,296	32,784	4,488	29,762	267,545	75,872	343,417
Building and housing	3,303	20,554	10,429	568	12,600	743	7,076	500	6,511	62,285	8,762	71,047
Client consumables	1,066	19,396	4,963	3,583	26,338	43,722	3,428	57	6,747	109,300	2,060	111,360
Medical	-	601	580	-	372	-	807	88	545	2,991	733	3,724
Equipment maintenance	11,595	44,252	37,422	2,258	14,517	3,392	25,619	2,969	12,034	153,758	26,593	180,351
Depreciation	22,891	113,802	76,373	4,892	50,873	8,316	49,128	5,710	22,710	354,804	82,091	436,895
Advertising	440	1,724	877	657	74	179	1,103	13	348	5,515	683	6,398
Printing	-	-	3,792	-	-	-	-	-	383	4,175	30	4,205
Telephone and communications	9,080	28,620	30,527	1,964	8,339	2,195	22,196	3,714	16,308	122,941	24,570	147,511
Postage and shipping	868	4,768	3,836	182	1,698	310	3,225	475	3,850	19,410	1,837	21,047
Transportation	14,023	200,591	41,540	4,807	63,703	100,501	33,107	2,775	22,689	483,736	16,600	500,336
Assistance to individuals	15,264	1,371	1,815	87,075	6,537	54,885	828	97	199,039	199,039	1,680	200,719
Insurance	12,211	60,414	40,871	2,598	27,021	4,417	32,126	2,631	11,455	193,944	30,944	224,888
Membership dues	47	1,487	4,741	10	104	17	2,082	18	87,795	98,281	12,306	108,587
Interest	2,168	8,718	3,888	407	7,179	576	2,067	237	2,778	29,116	3,949	33,065
Other	-	1,101	-	-	1,307	-	3	-	19,773	22,184	4,305	26,489
Total expenses	938,043	4,450,160	3,731,529	530,399	10,051,324	2,927,266	2,443,596	561,916	1,516,784	27,150,117	3,138,272	30,288,389
Increase (decrease) in net assets without restrictions	\$ 104,241	\$ (39,194)	\$ 919,057	\$ (158,520)	\$ 2,041,255	\$ 245,024	\$ 890,045	\$ (315,366)	\$ (571,227)	\$ 3,115,315	\$ (2,879,856)	\$ 235,459

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 285,930	\$ 235,459
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	482,088	436,895
Change in allowance for doubtful accounts	20,859	44,946
Gain on sale of assets	-	(775)
(Increase) decrease in		
Restricted cash	(19,011)	5,998
Accounts receivable, trade	(303,973)	91,989
Grants receivable	(104,042)	(7,881)
Prepaid expenses	(21,843)	(19,170)
Increase (decrease) in		
Accounts payable and accrued expenses	405,683	170,986
Estimated third-party liability	81,650	(190,669)
Operating lease payable	40,785	-
Loan fund	<u>90</u>	<u>89</u>
Net cash provided by operating activities	<u>868,216</u>	<u>767,867</u>
Cash flows from investing activities		
Acquisition of property and equipment	(536,486)	(353,892)
Proceeds from sale of equipment	<u>-</u>	<u>775</u>
Net cash used by investing activities	<u>(536,486)</u>	<u>(353,117)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	300,000	-
Principal payments on long-term borrowings	<u>(261,109)</u>	<u>(237,948)</u>
Net cash provided (used) by financing activities	<u>38,891</u>	<u>(237,948)</u>
Net increase in cash and cash equivalents	370,621	176,802
Cash and cash equivalents, beginning of year	<u>3,653,350</u>	<u>3,476,548</u>
Cash and cash equivalents, end of year	<u>\$ 4,023,971</u>	<u>\$ 3,653,350</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2019</u>	<u>2018</u>
Funds received	\$ 58,259	\$ 30,156
Funds disbursed	<u>40,064</u>	<u>19,685</u>
	<u>\$ 18,195</u>	<u>\$ 10,471</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 429,039
Funds disbursed	<u>317,373</u>
	<u>\$ 111,666</u>

1. Summary of Significant Accounting Policies

Newly Adopted Accounting Principles and Reclassifications

In 2019, the Organization adopted Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near term financial requirements. The ASU also imposes several new requirements related to reporting expenses.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. At June 30, 2018, the Organization's maintained restricted assets consisting of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. With the adoption of ASU No. 2016-14, the Organization no longer has the flexibility to choose how to release long-lived assets from restrictions and is now required to release long-lived assets when placed in service. As a result, the Organization's restricted net assets of \$83,392 reported at June 30, 2018 are now included with net assets without donor restrictions.

At June 30, 2019 and 2018, the Organization did not have any net assets with donor restrictions.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2019 and 2018.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2019 and 2018, allowances were recorded in the amount of \$436,905 and \$416,046, respectively.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2019 and 2018.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Accounts receivable, net	1,171,501	888,387
Grants receivable	<u>162,264</u>	<u>58,222</u>
Financial assets available to meet general expenditures within one year	<u>\$ 5,357,736</u>	<u>\$ 4,599,959</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2019 and 2018, the Organization held cash totaling \$89,473 and \$89,383, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2019 and 2018, the Organization held cash totaling \$22,963 and \$4,042, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land and buildings	\$ 2,218,893	\$ 1,908,893
Building improvements	1,818,475	1,687,705
Vehicles	844,502	848,507
Equipment and furniture	<u>2,909,242</u>	<u>2,831,525</u>
	7,791,112	7,276,630
Less accumulated depreciation	<u>5,672,274</u>	<u>5,212,190</u>
	<u>\$ 2,118,838</u>	<u>\$ 2,064,440</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 6.50% and 6.00% at June 30, 2019 and 2018, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2019 and 2018, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index., which was 2.85% at June 30, 2019. The line of credit has a maturity date of October 6, 2024.

6. Notes Payable

Notes payable consisted of the following:

	<u>2019</u>	<u>2018</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 139,608	\$ 181,885
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	29,961	146,556
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	74,560	114,621
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	111,028	125,060

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	90,940	117,996
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	142,559	159,764
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	<u>296,117</u>	<u>-</u>
	<u>\$ 884,773</u>	<u>\$ 845,882</u>

The scheduled maturities of long-term debt are as follows:

2020	\$ 198,388
2021	166,906
2022	137,687
2023	73,061
2024	66,949
Thereafter	<u>241,782</u>
	<u>\$ 884,773</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$376,670 in 2019 and \$275,954 in 2018.

Future minimum operating lease payments are as follows:

2020	\$ 472,760
2021	415,892
2022	394,162
2023	333,231
2024	289,032
Thereafter	<u>2,535,837</u>
	<u>\$ 4,440,914</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2019 and 2018, approximately 83% and 85%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2019</u>	<u>2018</u>
Developmental Services	\$ 681,243	\$ 549,635
Behavioral Health Services	<u>133,889</u>	<u>115,373</u>
	<u>\$ 815,132</u>	<u>\$ 665,008</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2019 and 2018, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2019 were \$377,307 and during the year ended June 30, 2018 were \$318,151. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$189,717, and for the Behavioral Health Services division was \$128,434.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 30, 2019, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2019 and 2018

	2019					2018						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 2,426,960	\$ 1,484,207	\$ 1,138	\$ 111,666	\$ -	\$ 4,023,971	\$ 1,761,558	\$ 1,797,612	\$ 709	\$ 93,471	\$ -	\$ 3,653,350
Restricted cash	112,436	-	-	-	-	112,436	93,425	-	-	-	-	93,425
Accounts receivable, net of allowance for doubtful accounts	939,082	718,471	76	-	(486,128)	1,171,501	699,792	249,676	75	-	(61,156)	888,387
Grants receivable	18,998	143,266	-	-	-	162,264	11,046	47,178	-	-	-	58,222
Prepaid expenses	222,496	178,906	-	-	-	401,402	212,190	167,369	-	-	-	379,559
Interest in net assets of subsidiaries	109,646	-	-	-	(109,646)	-	91,559	-	-	-	(91,559)	-
Property and equipment, net	1,746,611	372,227	-	-	-	2,118,838	1,719,922	344,518	-	-	-	2,064,440
Total assets	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412	\$ 4,589,492	\$ 2,606,351	\$ 784	\$ 93,471	\$ (152,715)	\$ 7,137,383
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,479,415	\$ 543,949	\$ 3,233	\$ -	\$ (486,128)	\$ 2,640,469	\$ 1,749,974	\$ 443,272	\$ 2,696	\$ -	\$ (61,156)	\$ 2,134,786
Estimated third-party liability	754,211	448,490	-	-	-	1,202,701	940,787	180,264	-	-	-	1,121,051
Operating lease payable	10,098	30,687	-	-	-	40,785	-	-	-	-	-	-
Loan fund	89,473	-	-	-	-	89,473	89,383	-	-	-	-	89,383
Notes payable	810,213	74,560	-	-	-	884,773	731,260	114,622	-	-	-	845,882
Total liabilities	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201	3,511,404	738,158	2,696	-	(61,156)	4,191,102
Net assets (deficit) without donor restrictions	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
Total liabilities and net assets (deficit)	\$ 5,576,229	\$ 2,897,077	\$ 1,214	\$ 111,666	\$ (595,774)	\$ 7,990,412	\$ 4,589,492	\$ 2,606,351	\$ 784	\$ 93,471	\$ (152,715)	\$ 7,137,383

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

	2019					2018						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 22,008,443	\$ 7,155,128	\$ -	\$ -	\$ -	\$ 29,163,571	\$ 19,481,032	\$ 6,545,866	\$ -	\$ -	\$ -	\$ 26,026,898
Medicare revenue	-	196,444	-	-	-	196,444	-	161,239	-	-	-	161,239
Client resources	1,503,668	430,337	-	-	-	1,934,005	1,314,518	370,502	-	-	-	1,685,020
Contract revenue	683,560	862,966	-	-	-	1,546,526	645,736	871,592	-	-	-	1,517,328
Grant income	302,778	808,890	-	-	-	1,111,668	159,752	420,177	-	-	-	579,929
Interest income	4,289	4,165	-	-	-	8,454	-	209	-	-	-	209
Other program income	722,753	-	-	-	-	722,753	376,241	-	-	-	-	376,241
Public support	55,233	9,905	-	58,166	-	123,304	51,608	8,537	-	30,156	-	90,301
Other revenue	63,570	163,070	9,057	93	(27,251)	198,539	56,819	40,335	9,082	-	(19,533)	86,683
Total public support and revenue	<u>25,334,294</u>	<u>9,630,905</u>	<u>9,057</u>	<u>58,259</u>	<u>(27,251)</u>	<u>35,005,264</u>	<u>22,085,706</u>	<u>8,418,457</u>	<u>9,082</u>	<u>30,156</u>	<u>(19,533)</u>	<u>30,523,848</u>
Expenses												
Program services												
Case management	1,041,170	-	-	-	-	1,041,170	938,043	-	-	-	-	938,043
Day programs and community support	4,117,219	917,238	-	-	-	5,034,457	3,621,228	828,932	-	-	-	4,450,160
Early support services and youth and family	1,614,339	2,581,724	-	-	-	4,196,063	1,234,100	2,497,429	-	-	-	3,731,529
Family support	634,699	-	-	-	-	634,699	530,399	-	-	-	-	530,399
Residential services	10,799,339	-	-	-	-	10,799,339	10,051,324	-	-	-	-	10,051,324
Combined residential, day and consolidated services	3,599,405	-	-	-	-	3,599,405	2,927,266	-	-	-	-	2,927,266
Adult services	123,658	2,542,040	-	-	-	2,665,698	154,446	2,289,150	-	-	-	2,443,596
Emergency services	-	654,437	-	-	-	654,437	-	561,016	-	-	-	561,016
Other	1,133,366	1,481,990	9,164	40,064	(9,164)	2,655,420	488,204	1,008,895	9,948	19,685	(9,948)	1,516,784
Total program expenses	<u>23,063,195</u>	<u>8,177,429</u>	<u>9,164</u>	<u>40,064</u>	<u>(9,164)</u>	<u>31,280,688</u>	<u>19,945,010</u>	<u>7,185,422</u>	<u>9,948</u>	<u>19,685</u>	<u>(9,948)</u>	<u>27,150,117</u>
Supporting services												
General management	1,916,368	1,522,278	-	-	-	3,438,646	1,752,856	1,385,416	-	-	-	3,138,272
Total expenses	<u>24,979,563</u>	<u>9,699,707</u>	<u>9,164</u>	<u>40,064</u>	<u>(9,164)</u>	<u>34,719,334</u>	<u>21,697,866</u>	<u>8,570,838</u>	<u>9,948</u>	<u>19,685</u>	<u>(9,948)</u>	<u>30,288,389</u>
Change in net assets (deficit) without donor restrictions	354,731	(68,802)	(107)	18,195	(18,087)	285,930	387,840	(152,381)	(886)	10,471	(9,585)	235,459
Net assets (deficit), beginning of year	<u>1,078,088</u>	<u>1,868,193</u>	<u>(1,912)</u>	<u>93,471</u>	<u>(91,559)</u>	<u>2,946,281</u>	<u>690,248</u>	<u>2,020,574</u>	<u>(1,026)</u>	<u>83,000</u>	<u>(81,974)</u>	<u>2,710,822</u>
Net assets (deficit), end of year	<u>\$ 1,432,819</u>	<u>\$ 1,799,391</u>	<u>\$ (2,019)</u>	<u>\$ 111,666</u>	<u>\$ (109,646)</u>	<u>\$ 3,232,211</u>	<u>\$ 1,078,088</u>	<u>\$ 1,868,193</u>	<u>\$ (1,912)</u>	<u>\$ 93,471</u>	<u>\$ (91,559)</u>	<u>\$ 2,946,281</u>



Community Partners BOARD OF DIRECTORS 2020-2021

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins

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and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

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1982 - 1985 **Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

**Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School**

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Suzanne Bagdasarian

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Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Tammy Smith

[REDACTED]

Objective: To obtain a full time position.

Experience:

Life Coach

4/2010 - present

LifeShare Dover, NH

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker

1/2009 - 4/2010

Area Homecare Portsmouth, NH

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

Case Manager

3/1999- 9/2002

Stafford Guidance Center - Rochester, NH

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

Sales Clerk

2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH

1994 - 1996

Bachelors Degree in Social Work

Transferred to UNH with an Associate Degree in Human Services.

References:

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-8828

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of Program/Service: Housing Bridge Subsidy Program

BUDGET PERIOD:	FY21		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$234,811	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$91,850	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$115,000	0.00%	\$0.00
Smith, Tammy, Resource Center Program Director	\$70,500	5.00%	\$3,525.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$3,525.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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MAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the 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.

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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
			Subtotal	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			Subtotal	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				\$2,123,704

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-09)

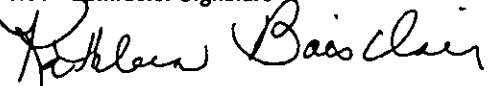

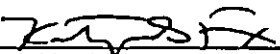
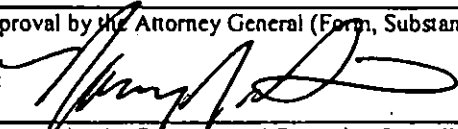
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgment: State of New Hampshire, County of Strafford On July 26 th , 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kutja S Fix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/9/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials K.B.
Date 7/26/2019

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 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.

Contractor Initials K.B.
Date 7/26/2019

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.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
 - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
 - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
 - 2.3.2.1. Peer support agencies.
 - 2.3.2.2. Faith-based groups.
 - 2.3.2.3. Transportation services.
 - 2.3.2.4. Primary care services.
 - 2.3.2.5. Homemaker/personal care services.
 - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
 - 2.4.1. Treatment team meetings.
 - 2.4.2. Self-observations.



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Housing Bridge Subsidy Program Services**

Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
 - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
 - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
 - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
 - 2.6.4. Complete and document annual inspections of each individual's rental unit.
 - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
 - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
 - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
 - 2.11.1. Releases of information and consent forms.
 - 2.11.2. Housing and service plans.
 - 2.11.3. Progress and contact notes.
 - 2.11.4. Documentation of service participation.
 - 2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
 - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
 - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
 - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
 - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
 - 4.1.2. Barriers experienced by the Contractor.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
 - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
 - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
 - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
 - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness; frequency, method and timeliness as specified by the Department.
 - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
 - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
 - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
 - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

New Hampshire Department of Health and Human Services
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Exhibit A

- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher 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 (10th) working day of each month; which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners of Strafford County

Exhibit B

Contractor Initials K.B.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health Services
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Behavioral Health & Developmental Services of Rockford County, Inc.
 OSA Community Partners of Rockford County
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: 07/20 (October 1, 2018 to June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	41,254.00	-	41,254.00	-	-	-	41,254.00	-	41,254.00
2. Employee Benefits	12,407.00	-	12,407.00	-	-	-	12,407.00	-	12,407.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Purchase and Maintenance	-	-	-	-	-	-	-	-	-
5. Supplies:	760.00	-	760.00	-	-	-	760.00	-	760.00
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	223.00	-	223.00	-	-	-	223.00	-	223.00
6. Travel	1,800.00	-	1,800.00	-	-	-	1,800.00	-	1,800.00
7. Occupancy	328.00	-	328.00	-	-	-	328.00	-	328.00
8. Campus Expenses:	-	-	-	-	-	-	-	-	-
Telephone	720.00	-	720.00	-	-	-	720.00	-	720.00
Postage	270.00	-	270.00	-	-	-	270.00	-	270.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	328.00	-	328.00	-	-	-	328.00	-	328.00
Insurance	873.00	-	873.00	-	-	-	873.00	-	873.00
Board Expenses	-	-	-	-	-	-	-	-	-
Miscellaneous (Contingency)	373.00	-	373.00	-	-	-	373.00	-	373.00
9. Referrals	450.00	-	450.00	-	-	-	450.00	-	450.00
10. Administration/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	653.00	-	653.00	-	-	-	653.00	-	653.00
12. Subcontract/Management	-	-	-	-	-	-	-	-	-
13. Other (specific paid consultants):	-	-	-	-	-	-	-	-	-
Criminal Records Check	800.00	-	800.00	-	-	-	800.00	-	800.00
14. Admin	-	7,292.00	7,292.00	-	-	-	-	7,292.00	7,292.00
TOTAL	68,798	7,292	68,991	-	-	-	68,798	7,292	68,991

Contractor Mark V.B.
 on 7/26/2019

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Behavioral Health & Developmental Services of Bedford County, Inc.
BBA Community Partners of Bedford County
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: 07/21 (July 1, 2016 - June 30, 2017)

Line Item	Total Program Cost			Contractor Share / Match			Funded by D448 contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Travel/Travel/Travels	\$5,144.00	-	\$5,144.00	-	-	-	\$5,144.00	-	\$5,144.00
2. Employee Benefits	18,843.00	-	18,843.00	-	-	-	18,843.00	-	18,843.00
3. Computers	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-
Travel and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	300.00	-	300.00	-	-	-	300.00	-	300.00
6. Travel	2,450.00	-	2,450.00	-	-	-	2,450.00	-	2,450.00
7. Occupancy	450.00	-	450.00	-	-	-	450.00	-	450.00
8. General Expenses	-	-	-	-	-	-	-	-	-
Telephone	800.00	-	800.00	-	-	-	800.00	-	800.00
Postage	200.00	-	200.00	-	-	-	200.00	-	200.00
Subscriptions	-	-	-	-	-	-	-	-	-
Fuel and Lease	450.00	-	450.00	-	-	-	450.00	-	450.00
Insurance	800.00	-	800.00	-	-	-	800.00	-	800.00
Rent Expenses	-	-	-	-	-	-	-	-	-
Miscellaneous (Contractor)	600.00	-	600.00	-	-	-	600.00	-	600.00
9. Salaries	800.00	-	800.00	-	-	-	800.00	-	800.00
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	750.00	-	750.00	-	-	-	750.00	-	750.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Health/Health Care/Other)	-	-	-	-	-	-	-	-	-
14. Admin	800.00	-	800.00	-	-	-	800.00	-	800.00
Criminal Records Check	-	9,722.00	9,722.00	-	-	-	-	9,722.00	9,722.00
TOTAL	81,817.00	9,722.00	91,539.00	-	-	-	81,817.00	9,722.00	91,539.00

Indirect At 12 Percent of Direct

Contractor Name: K.B.
 Date: 7/26/2017

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials

K. B.

Date

7/26/2019

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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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



**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.

K. B.

7/26/2019

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials K.B.
Date 7/26/2019

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 (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 7/26/2019

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 K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/26/2019

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Behavioral Health & Developmental Services of Stafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Vendor Initials K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations, and Whistleblower protections

Date 7/26/2019

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 7/26/2019

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

K. B.

Date

7/26/2019



New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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

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Vendor Initials K.B.

Date 7/26/2019



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Vendor Initials K. R.

Date 7/26/2019

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State

Katja S Fox
 Signature of Authorized Representative

Katja S Fox
 Name of Authorized Representative

Director
 Title of Authorized Representative

8/2/19
 Date

Behavioral Health & Developmental Services of Strafford County, Inc.
 d/b/a Community Partners

 Name of the Vendor

Kathleen Boisclair
 Signature of Authorized Representative

 Kathleen Boisclair
 Name of Authorized Representative

 President
 Title of Authorized Representative

7/26/2019
 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: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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: 149406691
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ 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: _____

Vendor Initials K.B.
Date 7/26/2019

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



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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



New Hampshire Department of Health and Human Services Housing Bridge Subsidy Program

State of New Hampshire Department of Health and Human Services Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 10 Tsienneto Rd, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,450,508.
2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6, to read:
 - 1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.
3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3, to read:
 - 2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:
 - 2.1.3.1. Benefits eligibility and status.
 - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
 - 2.1.3.2.1. Supportive services.
 - 2.1.3.2.2. Substance use treatment; recovery support services.
 - 2.1.3.2.3. Behavioral health care; psychiatric health care.
 - 2.1.3.2.4. Primary health care.
4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2, to read:
 - 2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:
 - 2.2.1. Obtaining the individual's housing history.
 - 2.2.2. Assessing individual housing preferences.
 - 2.2.3. Assisting the individual with identifying available housing units with rent

The Mental Health Center for Southern
New Hampshire d/b/a CLM Center for
Life Management

SS-2020-DBH-01-HOUSE-10-A01

Amendment #1

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Contractor Initials

Date 10/13/20



New Hampshire Department of Health and Human Services Housing Bridge Subsidy Program

- requirements within the payment standards as released by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.
- 2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.
 - 2.2.5. Assisting individuals with contacting potential landlords.
 - 2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
 - 2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.
 - 2.2.8. Ensuring individuals understand fair housing laws.
 - 2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:
 - 2.2.9.1. Security deposits.
 - 2.2.9.2. Security utilities.
 - 2.2.9.3. Obtaining furniture.
 - 2.2.9.4. Purchasing groceries.
 - 2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.
 - 2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:
- 2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.
6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:
- 2.12. The Contractor shall work with the Department to create and enforce programmatic policies



New Hampshire Department of Health and Human Services Housing Bridge Subsidy Program

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:
 - 2.13. The Contractor shall provide a lifetime stipend of up to \$250 to individuals who:
 - 2.13.1. Are actively part of the Housing Bridge Subsidy Program.
 - 2.13.2. Have documented housing related needs not being met by other identified resources within the community.
 - 2.13.3. Have not used all of the allowable \$250 stipend while previously participating in the Housing Bridge Subsidy Program.
8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:
 - 4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.
9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:
 - 5.2. The performance measures will be designated to evaluate:
 - 5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.
 - 5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.
 - 5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:
 - 5.2.3.1. Individuals who have experienced homelessness;
 - 5.2.3.2. Individuals who were at risk of homelessness due to eviction; and
 - 5.2.3.3. Individuals who were admitted to NHH.
10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:
 7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.
12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/29/2020

Date

DocuSigned by:

Katja Fox

ED9D05B04C63442

Name: Katja Fox

Title: Director

The Mental Health Center for Southern New Hampshire
d/b/a CLM/Center for Life Management

Date

10/13/20

Name: Vic Topo

Title: CEO



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/30/2020

Date

DocuSigned by:

D5CA9202E32C4AF

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management Budget Request for: Housing Bridge Subsidy Program Services Budget Period: 8/1/21 (July 1, 2020 - June 30, 2021)									
Line Item	Contractor Share / Match	Funded by DHHHS contract share	Total Program Cost	Contractor Share / Match	Funded by DHHHS contract share	Total Program Cost	Contractor Share / Match	Funded by DHHHS contract share	Total Program Cost
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ 55,144.00	\$ -	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 10,843.00	\$ -	\$ 10,843.00	\$ -	\$ -	\$ 10,843.00	\$ -	\$ -	\$ 10,843.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
9. Software	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Details Memorandum)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,015.00	\$ 10,015.00	\$ -	\$ -	\$ 10,015.00	\$ -	\$ -	\$ 10,015.00
TOTAL	\$ 83,487.00	\$ 10,015.00	\$ 93,472.00	\$ -	\$ -	\$ 93,472.00	\$ -	\$ -	\$ 93,472.00

Contractor name: *WJ*
Date: *10/13/21*

State of New Hampshire

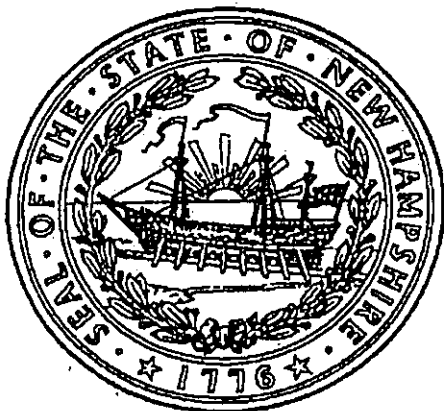
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61791

Certificate Number : 0004891024



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

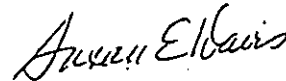
I, Susan Davis, Secretary, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center for Southern New Hampshire; dba the Center for Life Management.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 13th, 2020, at which a quorum of the Directors/shareholders were present and voting.

***This vote is entered electronically.**

VOTED: That Vic Topo, CEO/President is duly authorized on behalf of The Mental Health Center for Southern New Hampshire; dba The Center for Life Management, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



Dated: 10/13/2020

Signature of Elected Officer
Name: Susan Davis
Title: Secretary

Client#: 1485395

MENTAHEA29

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

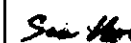
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tsienneto Rd Derry, NH 03038	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Philadelphia Indemnity Insurance Co. 18058	
	INSURER B : Granite State Healthcare & Human Svc WC NONAIC	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2186877	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2186883	10/01/2020	10/01/2021	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 DEO <input checked="" type="checkbox"/> RETENTION \$10000			PHUB740169	10/01/2020	10/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20200000366	10/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK2186877	10/01/2020	10/01/2021	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Health & Human Services 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CLM MISSION STATEMENT

OUR MISSION

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

OUR VISION

Together, we can evolve from being primarily a treatment focused behavioral health organization to one that values whole health and wellness.

Main Office

10 Tsienneto Road, Derry, NH 03038
Tel. 603.434.1577
Fax. 603.434.3101

Salem Branch

103 Stiles Road, Salem, NH 03079
Tel. 603.893.4194
Fax. 603.893.2199

www.CenterForLifeManagement.org

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2019 and 2018

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliates

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2019, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 2 of the financial statements, in 2019, the organization adopted ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.



Wanda A. White st Assoc, PLLC

Essex Junction, Vermont
Registration number VT092.0000684
September 17, 2019

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 1,662,875	\$ 1,640,075
Accounts receivable, net	943,181	864,230
Other receivables	284,929	144,815
Prepaid expenses	93,768	80,753
Security deposit	11,087	11,087
Total current assets	<u>2,995,840</u>	<u>2,740,960</u>
Property and equipment, net	<u>3,715,469</u>	<u>3,656,665</u>
Other assets		
Interest rate swap agreement	<u>58,030</u>	<u>48,533</u>
Total assets	<u>\$ 6,769,339</u>	<u>\$ 6,446,158</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Current portion of long term debt	\$ 93,538	\$ 88,538
Accounts payable	76,558	53,554
Accrued payroll and payroll liabilities	402,801	375,055
Accrued vacation	372,138	327,657
Accrued expenses	18,961	13,319
Deferred revenue	11,980	7,580
Total current liabilities	<u>975,976</u>	<u>865,703</u>
Long term liabilities		
PMPM reserve	225,000	112,737
Long term debt, less current portion	<u>2,215,250</u>	<u>2,308,819</u>
Total long term liabilities	<u>2,440,250</u>	<u>2,421,556</u>
Total liabilities	3,416,226	3,287,259
Net assets without donor restrictions	<u>3,353,113</u>	<u>3,158,899</u>
Total liabilities and net assets	<u>\$ 6,769,339</u>	<u>\$ 6,446,158</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Activities
Years ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
<u>Public support and revenues:</u>		
Public support:		
Federal	\$ 893,941	\$ 1,005,755
State of New Hampshire - BBH	258,681	316,921
State and local funding	43,601	43,602
Other public support	<u>224,837</u>	<u>131,172</u>
Total public support	1,421,060	1,497,450
Revenues:		
Program service fees, net	13,076,818	12,364,822
Other service income	647,329	467,403
Rental income	5,188	4,985
Other	158,841	39,231
Gain on sale of assets	<u>10,000</u>	<u>-</u>
Total revenues	<u>13,898,176</u>	<u>12,876,441</u>
Total public support and revenues	15,319,236	14,373,891
<u>Operating expenses:</u>		
BBH funded programs:		
Children	5,157,438	4,859,070
Elders	501,342	282,131
Vocational	266,091	234,156
Multi-Service	2,971,434	2,609,377
Acute Care	932,421	775,806
Independent Living	2,334,134	2,226,618
Assertive Community Treatment	734,195	835,083
Non-Specialized Outpatient	1,063,655	980,645
Non-BBH funded program services	<u>213,421</u>	<u>132,495</u>
Total program expenses	14,174,131	12,935,381
Administrative expenses	<u>960,388</u>	<u>1,049,580</u>
Total expenses	<u>15,134,519</u>	<u>13,984,961</u>
Change in net assets from operations	184,717	388,930
<u>Non-operating expenses:</u>		
Fair value gain (loss) on interest rate swap	<u>9,497</u>	<u>85,586</u>
Change in net assets	194,214	474,516
Net assets without donor restrictions, beginning of year	<u>3,158,899</u>	<u>2,684,383</u>
Net assets without donor restrictions, end of year	<u>\$ 3,353,113</u>	<u>\$ 3,158,899</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Functional Expenses
Years ended June 30, 2019 and 2018

	2019			2018		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	\$ 8,963,460	\$ 604,197	\$ 9,567,657	\$ 8,271,397	\$ 679,212	\$ 8,950,609
Employee benefits	1,947,562	131,727	2,079,289	1,770,356	136,304	1,906,660
Payroll taxes	623,425	41,859	665,284	589,194	48,580	637,774
Accounting/audit fees	56,277	5,753	62,030	50,511	4,910	55,421
Advertising	32,756	3,376	36,132	18,548	2,626	21,174
Conferences, conventions and meetings	18,606	9,597	28,203	27,262	11,456	38,718
Depreciation	188,646	15,339	203,985	186,697	18,240	204,937
Equipment maintenance	34,553	2,524	37,077	14,183	1,385	15,568
Equipment rental	37,204	2,280	39,484	38,062	2,996	41,058
Insurance	73,278	5,836	79,114	64,120	6,898	71,018
Interest expense	101,605	8,264	109,869	96,382	9,417	105,799
Legal fees	25,302	1,890	27,192	43,606	4,071	47,677
Membership dues	45,470	6,663	52,133	48,330	8,218	56,548
Occupancy expenses	1,007,337	10,369	1,017,706	896,640	10,055	906,695
Office expenses	219,960	20,386	240,346	193,164	20,508	213,672
Other expenses	76,453	17,615	94,068	55,224	17,866	73,090
Other professional fees	378,017	57,890	435,907	273,798	55,732	329,530
Program supplies	156,066	12,646	168,712	84,240	8,943	93,183
Travel	188,154	2,177	190,331	213,667	2,163	215,830
	<u>14,174,131</u>	<u>960,388</u>	<u>15,134,519</u>	<u>12,935,381</u>	<u>1,049,580</u>	<u>13,984,961</u>
Administrative allocation	960,388	(960,388)	-	1,049,580	(1,049,580)	-
Total expenses	<u>\$ 15,081,580</u>	<u>\$ -</u>	<u>\$ 15,134,519</u>	<u>\$ 13,984,961</u>	<u>\$ -</u>	<u>\$ 13,984,961</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Cash Flows
Years ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 194,214	\$ 474,516
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	203,985	204,937
Amortization of loan origination fees included in interest expense	18,930	18,929
Gain on sale of assets	(10,000)	-
Fair value (gain) loss on interest rate swap	(9,497)	(85,586)
(Increase) decrease in:		
Accounts receivable, net	(78,951)	10,155
Other receivables	(140,114)	(28,652)
Prepaid expenses	(13,015)	12,496
Increase (decrease) in:		
Accounts payable and accrued expenses	100,873	18,172
Deferred revenue	4,400	-
PMPM reserve	112,263	112,737
Net cash provided by operating activities	<u>383,088</u>	<u>737,704</u>
Cash flows from investing activities:		
Proceeds from sale of assets	10,000	-
Purchases of property and equipment	<u>(262,788)</u>	<u>(52,938)</u>
Net cash (used) provided by investing activities	<u>(252,788)</u>	<u>(52,938)</u>
Cash flows from financing activities:		
Net principal payments on long term debt	<u>(107,500)</u>	<u>(105,000)</u>
Net cash used in financing activities	<u>(107,500)</u>	<u>(105,000)</u>
Net increase (decrease) in cash and cash equivalents	22,800	579,766
Cash and cash equivalents, beginning of year	<u>1,640,075</u>	<u>1,060,309</u>
Cash and cash equivalents, end of year	<u>\$ 1,662,875</u>	<u>\$ 1,640,075</u>
<u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	<u>\$ 109,869</u>	<u>\$ 105,799</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Agency") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization's financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

Note 2. Basis of accounting and summary of significant accounting policies (continued)

At June 30, 2019 and 2018, the Organization only had net assets without donor restrictions of \$3,353,113 and \$3,158,899, respectively.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$242,758 and \$224,548 as of June 30, 2019 and 2018, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$203,985 and \$204,937 for the years ended June 30, 2019 and 2018, respectively.

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Company adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Expense allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 8. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2016, 2017 and 2018 are subject to examination by the IRS, generally for three years after filing.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Subsequent events

The Organization has evaluated all subsequent events through September 17, 2019, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	<u>2019</u>			<u>2018</u>		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Receivable Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Receivable Allowance</u>	<u>Net</u>
Clients	\$ 319,858	\$ (192,955)	\$ 126,903	\$ 332,312	\$ (179,244)	\$ 153,068
Insurance companies	190,094	(4,389)	185,705	144,808	(6,476)	138,332
Medicaid	620,780	(43,187)	577,593	540,750	(35,213)	505,537
Medicare	55,207	(2,227)	52,980	70,908	(3,615)	67,293
	<u>\$1,185,939</u>	<u>\$ (242,758)</u>	<u>\$ 943,181</u>	<u>\$1,088,778</u>	<u>\$ (224,548)</u>	<u>\$ 864,230</u>

	<u>2019</u>	<u>2018</u>
<u>Other receivables</u>		
Towns	\$ 28,000	\$ 18,600
NH Division of Mental Health	125,889	87,680
Unemployment tax refund	12,881	-
Contractual services	<u>118,159</u>	<u>38,535</u>
	<u>\$ 284,929</u>	<u>\$ 144,815</u>

Note 4. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2019</u>	<u>2018</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>943,181</u>	\$ <u>864,230</u>
Other receivables due from entities located in New Hampshire	\$ <u>284,929</u>	\$ <u>144,815</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Note 4. Concentrations of credit risk (continued)

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2019 and 2018, the Organization had approximately \$1,287,000 and \$1,212,400 in uninsured cash balances.

Note 5. Prepays

Prepays consists of the following at June 30:

	<u>2019</u>	<u>2018</u>
Prepaid insurance	\$ 37,268	\$ 32,777
Prepaid rents	<u>56,500</u>	<u>47,976</u>
	<u>\$ 93,768</u>	<u>\$ 80,753</u>

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	<u>2019</u>	<u>2018</u>
Land	\$ 565,000	\$ 565,000
Buildings and improvements	4,036,993	3,977,453
Automobiles	18,800	20,000
Equipment	<u>1,630,644</u>	<u>1,446,194</u>
	6,251,437	6,008,647
Less: accumulated depreciation	<u>(2,535,968)</u>	<u>(2,351,982)</u>
Property and equipment, net	<u>\$ 3,715,469</u>	<u>\$ 3,656,665</u>

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2019</u>	<u>2018</u>
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 3.5866% and 2.8169% at June 30, 2019 and 2018, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 9.	2,647,730	2,755,230
Less: unamortized finance costs	<u>(338,942)</u>	<u>(357,873)</u>
Long term debt, less unamortized finance costs	2,308,788	2,397,357
Less: current portion of long term debt	<u>(93,538)</u>	<u>(88,538)</u>
Long term debt, less current portion	<u>\$ 2,215,250</u>	<u>\$ 2,308,819</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of \$18,930 and \$18,929 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2019 and 2018, respectively.

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	Long Term Debt <u>Principal</u>	Unamortized <u>Finance Costs</u>	<u>Net</u>
2020	\$ 112,500	\$ (18,962)	\$ 93,538
2021	117,500	(18,962)	98,538
2022	122,500	(18,962)	103,538
2023	127,500	(18,962)	108,538
2024	132,500	(18,962)	113,538
Thereafter	<u>2,035,230</u>	<u>(244,132)</u>	<u>1,791,098</u>
Total	<u>\$ 2,647,730</u>	<u>\$ (338,942)</u>	<u>\$ 2,308,788</u>

Note 8. Line of credit

As of June 30, 2019, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2021. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (effective rate of 6.00% at June 30, 2019). The outstanding balance on the line at June 30, 2019 was \$0. The line of credit is secured by all business assets and real estate.

As of June 30, 2018, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which was available through March 29, 2019. Interest accrued on the outstanding principal balance was payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 6.00% at June 30, 2018). The outstanding balance on the line at June 30, 2018 was \$0. The line of credit was secured by all business assets and real estate.

Note 9. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,647,730 and \$2,755,230 at June 30, 2019 and 2018, respectively.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 9. Interest rate swap (continued)

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2019 and 2018, the Organization reported an interest rate swap asset of \$58,030 and asset of \$48,533 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$9,497 and \$85,586 on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 10. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$109,592 and \$99,861 for the years ended June 30, 2019 and 2018, respectively.

Note 11. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, which requires that CLM provide psychiatric services and consultations to inpatients of PMC for the hospital medical and nursing staff. The consultations are requested by the hospital and responded to by CLM medical staff on an on-call basis.

In addition to the psychiatric services, CLM provides emergency mental health assessments, evaluations, and referral services to the emergency department ("ED") of the hospital. CLM emergency service clinicians are available on a twenty-four hour, seven days a week basis to see patients entering the ED who are experiencing a mental health crisis or psychiatric emergency.

The original agreement expired May 31, 2018, however, a new agreement was effective July 1, 2018. The new agreement is effective for an initial one year term and will be automatically renewed for up to two additional one year terms.

For the years ended June 30, 2019 and 2018, the Agency received approximately 68% and 72%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds.

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Years ended June 30, 2019 and 2018

Note 12. Lease commitments

The Agency leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$196,000 and \$204,000 for the years ended June 30, 2019 and 2018, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2019:

<u>Years ending June 30,</u>	
2020	\$ 183,924
2021	177,559
2022	181,773
2023	185,987
2024	<u>190,201</u>
Total	<u>\$ 919,444</u>

Note 13. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	<u>2019</u>	<u>2018</u>
<u>Financial assets at year end:</u>		
Cash and cash equivalents	\$1,662,875	\$1,640,075
Accounts receivable	943,181	864,230
Other receivable	284,929	144,815
Security deposit	<u>11,087</u>	<u>11,087</u>
Total financial assets	2,902,072	2,660,207
<u>Less amounts not available within one year:</u>		
Security deposit	<u>(11,087)</u>	<u>(11,087)</u>
Financial assets available to meet general Expenditures over the next twelve months	<u>\$2,890,985</u>	<u>\$2,649,120</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2019

Center for Life

CLM

Management

Foundation

Total

Eliminations

Consolidated

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,451,648	\$ 211,227	\$ 1,662,875	\$ -	\$ 1,662,875
Accounts receivable, net	943,181	-	943,181	-	943,181
Other receivables	284,929	-	284,929	-	284,929
Prepaid expenses	93,768	-	93,768	-	93,768
Security deposit	11,087	-	11,087	-	11,087
Total current assets	<u>2,784,613</u>	<u>211,227</u>	<u>2,995,840</u>	<u>-</u>	<u>2,995,840</u>
Property and equipment, net	3,715,469	-	3,715,469	-	3,715,469
Other assets:					
Interest rate swap agreement	58,030	-	58,030	-	58,030
Total assets	<u>\$ 6,558,112</u>	<u>\$ 211,227</u>	<u>\$ 6,769,339</u>	<u>\$ -</u>	<u>\$ 6,769,339</u>

LIABILITIES AND NET ASSETS

Current liabilities:

Current portion of long-term debt	\$ 93,538	\$ -	\$ 93,538	\$ -	\$ 93,538
Accounts payable	76,558	-	76,558	-	76,558
Accrued payroll and payroll liabilities	402,801	-	402,801	-	402,801
Accrued vacation	372,138	-	372,138	-	372,138
Accrued expenses	18,961	-	18,961	-	18,961
Deferred revenue	11,980	-	11,980	-	11,980
Total current liabilities	<u>975,976</u>	<u>-</u>	<u>975,976</u>	<u>-</u>	<u>975,976</u>
Long term liabilities:					
PMPM reserve	225,000	-	225,000	-	225,000
Long-term-debt less current portion	<u>2,215,250</u>	<u>-</u>	<u>2,215,250</u>	<u>-</u>	<u>2,215,250</u>
Total long term liabilities	<u>2,440,250</u>	<u>-</u>	<u>2,440,250</u>	<u>-</u>	<u>2,440,250</u>
Total liabilities	3,416,226	-	3,416,226	-	3,416,226
Net assets without donor restrictions	<u>3,141,886</u>	<u>211,227</u>	<u>3,353,113</u>	<u>-</u>	<u>3,353,113</u>
Total liabilities and net assets	<u>\$ 6,558,112</u>	<u>\$ 211,227</u>	<u>\$ 6,769,339</u>	<u>\$ -</u>	<u>\$ 6,769,339</u>

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position

June 30, 2018

	Center for Life <u>Management</u>	CLM <u>Foundation</u>	Total	Eliminations	Consolidated
<u>ASSETS</u>					
Current assets:					
Cash and cash equivalents	\$ 1,429,298	\$ 210,777	\$ 1,640,075	\$ -	\$ 1,640,075
Accounts receivable, net	864,230	-	864,230	-	864,230
Other receivables	144,815	-	144,815	-	144,815
Prepaid expenses	80,753	-	80,753	-	80,753
Security deposit	11,087	-	11,087	-	11,087
Total current assets	2,530,183	210,777	2,740,960	-	2,740,960
Property and equipment, net	3,656,665	-	3,656,665	-	3,656,665
Other assets					
Interest rate swap agreement	48,533	-	48,533	-	48,533
Total assets	\$ 6,235,381	\$ 210,777	\$ 6,446,158	\$ -	\$ 6,446,158
 <u>LIABILITIES AND NET ASSETS</u>					
Current liabilities:					
Current portion of long-term debt	\$ 88,538	\$ -	\$ 88,538	\$ -	\$ 88,538
Accounts payable	53,554	-	53,554	-	53,554
Accrued payroll and payroll liabilities	375,055	-	375,055	-	375,055
Accrued vacation	327,657	-	327,657	-	327,657
Accrued expenses	13,319	-	13,319	-	13,319
Deferred revenue	7,580	-	7,580	-	7,580
Total current liabilities	865,703	-	865,703	-	865,703
Long term liabilities					
PMPM reserve	112,737	-	112,737	-	112,737
Long-term debt less current portion	2,308,819	-	2,308,819	-	2,308,819
Total long term liabilities	2,421,556	-	2,421,556	-	2,421,556
Total liabilities	3,287,259	-	3,287,259	-	3,287,259
Net assets without donor restrictions	2,948,122	210,777	3,158,899	-	3,158,899
Total liabilities and net assets	\$ 6,235,381	\$ 210,777	\$ 6,446,158	\$ -	\$ 6,446,158

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2019

	Center for Life <u>Management</u>	CLM <u>Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<u>Public support and revenues:</u>					
Public support:					
Federal	\$ 893,941	\$ -	\$ 893,941	\$ -	\$ 893,941
State of New Hampshire - BBH	258,681	-	258,681	-	258,681
State and local funding	43,601	-	43,601	-	43,601
Other public support	<u>171,448</u>	<u>53,389</u>	<u>224,837</u>	<u>-</u>	<u>224,837</u>
Total public support	1,367,671	53,389	1,421,060	-	1,421,060
Revenues:					
Program service fees, net	13,076,818	-	13,076,818	-	13,076,818
Other service income	647,329	-	647,329	-	647,329
Rental income	5,188	-	5,188	-	5,188
Other	158,841	-	158,841	-	158,841
Gain on sale of assets	<u>10,000</u>	<u>-</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total revenues	<u>13,898,176</u>	<u>-</u>	<u>13,898,176</u>	<u>-</u>	<u>13,898,176</u>
Total public support and revenues	15,265,847	53,389	15,319,236	-	15,319,236
<u>Operating expenses:</u>					
BBH funded programs:					
Children	5,157,438	-	5,157,438	-	5,157,438
Elders	501,342	-	501,342	-	501,342
Vocational	266,091	-	266,091	-	266,091
Multi-Service	2,971,434	-	2,971,434	-	2,971,434
Acute Care	932,421	-	932,421	-	932,421
Independent Living	2,334,134	-	2,334,134	-	2,334,134
Assertive Community Treatment	734,195	-	734,195	-	734,195
Non-Specialized Outpatient	1,063,655	-	1,063,655	-	1,063,655
Non-BBH funded program services	<u>160,482</u>	<u>52,939</u>	<u>213,421</u>	<u>-</u>	<u>213,421</u>
Total program expenses	14,121,192	52,939	14,174,131	-	14,174,131
Administrative expenses	<u>960,388</u>	<u>-</u>	<u>960,388</u>	<u>-</u>	<u>960,388</u>
Total expenses	<u>15,081,580</u>	<u>52,939</u>	<u>15,134,519</u>	<u>-</u>	<u>15,134,519</u>
Change in net assets from operations	184,267	450	184,717	-	184,717
<u>Non-operating expenses:</u>					
Fair value gain on interest rate swap	<u>9,497</u>	<u>-</u>	<u>9,497</u>	<u>-</u>	<u>9,497</u>
Change in net assets	193,764	450	194,214	-	194,214
Net assets, beginning of year	<u>2,948,122</u>	<u>210,777</u>	<u>3,158,899</u>	<u>-</u>	<u>3,158,899</u>
Net assets, end of year	<u>\$ 3,141,886</u>	<u>\$ 211,227</u>	<u>\$ 3,353,113</u>	<u>\$ -</u>	<u>\$ 3,353,113</u>

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2018

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>					
Public support:					
Federal	\$ 1,005,755	\$ -	\$ 1,005,755	\$ -	\$ 1,005,755
State of New Hampshire - BBH	316,921	-	316,921	-	316,921
State and local funding	43,602	-	43,602	-	43,602
Other public support	66,499	64,673	131,172	-	131,172
Total public support	1,432,777	64,673	1,497,450	-	1,497,450
Revenues:					
Program service fees, net	12,364,822	-	12,364,822	-	12,364,822
Other service income	467,403	-	467,403	-	467,403
Rental income	4,985	-	4,985	-	4,985
Other	39,231	-	39,231	-	39,231
Total revenues	12,876,441	-	12,876,441	-	12,876,441
Total public support and revenues	14,309,218	64,673	14,373,891	-	14,373,891
<u>Operating expenses:</u>					
BBH funded programs:					
Children	4,859,070	-	4,859,070	-	4,859,070
Elders	282,131	-	282,131	-	282,131
Vocational	234,156	-	234,156	-	234,156
Multi-Service	2,609,377	-	2,609,377	-	2,609,377
Acute Care	775,806	-	775,806	-	775,806
Independent Living	2,226,618	-	2,226,618	-	2,226,618
Assertive Community Treatment	835,083	-	835,083	-	835,083
Non-Specialized Outpatient	980,645	-	980,645	-	980,645
Non-BBH funded program services	96,069	36,426	132,495	-	132,495
Total program expenses	12,898,955	36,426	12,935,381	-	12,935,381
Administrative expenses	1,049,580	-	1,049,580	-	1,049,580
Total expenses	13,948,535	36,426	13,984,961	-	13,984,961
Change in net assets from operations	360,683	28,247	388,930	-	388,930
<u>Non-operating expenses:</u>					
Fair value gain on interest rate swap	85,586	-	85,586	-	85,586
Change in net assets	446,269	28,247	474,516	-	474,516
Net assets, beginning of year	2,501,853	182,530	2,684,383	-	2,684,383
Net assets, end of year	<u>\$ 2,948,122</u>	<u>\$ 210,777</u>	<u>\$ 3,158,899</u>	<u>\$ -</u>	<u>\$ 3,158,899</u>

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Analysis of Accounts Receivable
For the Year Ended June 30, 2019

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 332,312	\$ 1,335,372	\$ (356,399)	\$ (991,427)	\$ -	\$ 319,858
Insurance companies	144,808	2,237,147	(1,075,770)	(1,116,091)	-	190,094
Medicaid	540,750	12,473,046	(2,059,091)	(10,333,925)	-	620,780
Medicare	70,908	617,187	(251,328)	(381,560)	-	55,207
Allowance	<u>(224,548)</u>	-	-	-	<u>(18,210)</u>	<u>(242,758)</u>
Total	<u>\$ 864,230</u>	<u>\$ 16,662,752</u>	<u>\$ (3,742,588)</u>	<u>\$ (12,823,003)</u>	<u>\$ (18,210)</u>	<u>\$ 943,181</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2019

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
Public support and revenues:												
Public support:												
Federal	\$ 2,500	\$ -	\$ -	\$ -	\$ 35,538	\$ 790,502	\$ 62,901	\$ 2,500	\$ -	\$ 893,941	\$ -	\$ 893,941
State of New Hampshire - BBH	6,328	-	-	3,945	86,309	-	162,099	-	-	258,681	-	258,681
State and local funding	14,671	-	-	-	-	-	-	14,271	14,659	43,601	-	43,601
Other public support	24,900	-	-	-	-	22,950	-	122,078	520	170,448	1,000	171,448
Total public support	48,399	-	-	3,945	121,847	813,452	225,000	138,849	15,179	1,366,671	1,000	1,367,671
Revenues:												
Program service fees, net	5,692,793	542,785	222,250	3,745,411	524,729	1,267,991	656,375	416,798	7,686	13,076,818	-	13,076,818
Other service income	52,898	49,245	-	880	275,064	1,308	-	219,489	48,445	647,329	-	647,329
Rental income	889	-	-	1,632	889	889	-	889	-	5,188	-	5,188
Other	43,669	2,566	2,103	23,431	6,962	19,206	7,948	13,406	964	120,255	38,586	158,841
Gain on sale of assets	3,484	202	168	1,870	556	1,596	599	703	70	9,248	752	10,000
Total revenues	5,793,733	594,798	224,521	3,773,224	808,200	1,290,990	664,922	651,285	57,165	13,858,838	39,338	13,898,176
Total public support and revenues	5,842,132	594,798	224,521	3,777,169	930,047	2,104,442	889,922	790,134	72,344	15,225,509	40,338	15,265,847
Total expenses	5,508,639	535,422	284,175	3,173,379	995,792	2,492,759	784,083	1,135,941	171,390	15,081,580	-	15,081,580
Change in net assets from operations	333,493	59,376	(59,654)	603,790	(65,745)	(388,317)	105,839	(345,807)	(99,046)	143,929	40,338	184,267
Non-operating expenses:												
Fair value gain on interest rate swap	3,308	192	160	1,776	528	1,516	569	668	66	8,783	714	9,497
Change in net assets	\$ 336,801	\$ 59,568	\$ (59,494)	\$ 605,566	\$ (65,217)	\$ (386,801)	\$ 106,408	\$ (345,139)	\$ (98,980)	\$ 152,712	\$ 41,052	\$ 193,764

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2019

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BRH	Total Program Services	Administrative	Total Agency
Personnel costs:												
Salaries and wages	\$ 3,449,000	\$ 351,535	\$ 167,769	\$ 2,041,521	\$ 693,535	\$ 1,008,680	\$ 446,541	\$ 698,885	\$ 105,994	\$ 8,963,460	\$ 604,197	\$ 9,567,657
Employee benefits	702,665	93,009	53,845	471,770	87,810	284,070	126,462	107,947	19,984	1,947,562	131,727	2,079,289
Payroll taxes	240,278	24,868	11,643	140,823	49,856	69,022	31,695	48,250	6,990	623,425	41,859	665,284
Accounting/audit fees	21,089	1,223	1,018	11,319	3,366	9,660	3,629	4,257	427	55,988	5,753	61,741
Advertising	12,077	813	671	6,443	2,145	5,231	2,081	2,766	529	32,756	3,376	36,132
Conferences, conventions and meetings	4,413	111	744	4,026	533	624	751	7,058	346	18,606	9,597	28,203
Depreciation	71,069	4,121	3,427	38,145	11,341	32,556	12,219	14,340	1,428	188,646	15,339	203,985
Equipment maintenance	11,603	674	563	6,224	1,853	5,308	1,997	2,342	3,989	34,553	2,524	37,077
Equipment rental	15,333	612	509	6,407	3,623	4,839	1,816	3,852	213	37,204	2,280	39,484
Insurance	27,041	1,567	1,303	16,014	4,316	12,388	4,649	5,456	544	73,278	5,836	79,114
Interest expense	38,281	2,218	1,845	20,545	6,107	17,536	6,582	7,719	772	101,605	8,264	109,869
Legal fees	8,757	508	422	4,701	1,398	4,012	3,561	1,767	176	25,302	1,890	27,192
Membership dues	13,998	918	734	9,783	2,636	6,470	2,655	4,568	3,708	45,470	6,663	52,133
Occupancy expenses	180,310	2,787	2,316	45,731	7,665	701,658	9,010	56,897	963	1,007,337	10,369	1,017,706
Office expenses	81,067	3,749	4,322	35,797	13,077	34,483	23,570	21,619	2,276	219,960	20,386	240,346
Other expenses	8,290	385	322	4,354	4,081	3,963	1,206	1,886	908	25,395	17,615	43,010
Other professional fees	131,798	7,311	6,087	72,497	25,597	59,663	21,840	49,084	2,548	376,425	57,890	434,315
Program supplies	55,575	2,056	2,745	26,900	11,521	14,831	13,014	20,800	8,624	156,066	12,646	168,712
Travel	84,794	2,877	5,806	8,434	1,961	59,140	20,917	4,162	63	188,154	2,177	190,331
	<u>5,157,438</u>	<u>501,342</u>	<u>266,091</u>	<u>2,971,434</u>	<u>932,421</u>	<u>2,334,134</u>	<u>734,195</u>	<u>1,063,655</u>	<u>160,482</u>	<u>14,121,192</u>	<u>960,388</u>	<u>15,081,580</u>
Administrative allocation	351,201	34,080	18,084	201,945	63,371	158,625	49,888	72,286	10,908	960,388	(960,388)	-
Total program expenses	<u>\$ 5,508,639</u>	<u>\$ 535,422</u>	<u>\$ 284,175</u>	<u>\$ 3,173,379</u>	<u>\$ 995,792</u>	<u>\$ 2,492,759</u>	<u>\$ 784,083</u>	<u>\$ 1,135,941</u>	<u>\$ 171,390</u>	<u>\$ 15,081,580</u>	<u>\$ -</u>	<u>\$ 15,081,580</u>

BOARD OF DIRECTORS FY2020

David Hebert
Chairperson
Town: Derry
Start: 9/28/2016
Current Term: 2019-2022

TBD
Vice Chair

Susan Davis
Secretary
Town: Hampstead
Start: 6/23/2012
Current Term: 2017-2020

Ron Lague
Past Chairperson
Town: Derry
Start: 6/24/2011
Current Term: 2017-2020

Elizabeth Roth
Town: Salem
Start: 6/20/2006

Judi Ryan
Town: Salem
Start: 6/23/2012
Current Term: 2018 -2021

Jeffrey Rind, MD
Town: Derry
Start: 6/25/2009
Current Term: 2018-2021

Gail Corcoran
Town: Salem
Start: 2/28/2010
Current Term: 2018-2021

Vic Topo
President & CEO
Town: Londonderry
Start: 6/30/1999
Current Term: 2018-2021

Vernon Thomas
Town: Derry
Start: 6/28/2013
Current Term: 2019-2022

Maria Gudinas

Town: Atkinson

Start: 4/25/2018

Current Term: 2018-2021

Christopher Peterson, MD

Town: Derry

Start: 9/27/2018

Current Term: 2018-2021

Joseph Crawford

Town: Derry

Start: 6/26/2019

Current Term: 2019-2022

DIANA LACHAPELLE, CPA

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES

Diana C. Lachapelle, CPA, Bedford, NH 2003-2011

Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING

Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this \$550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by \$6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP

Nashua Corporation, Nashua, NH 1993-1996

AUDITOR

Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

Angela Moran

Objective: Seeking employment in management, human services and customer service.

Experience:

Center for Life Management Derry, NH July 2017-Present

Housing Director/PATH outreach Supervisor 11/2019-Present

- Works closely with Bureau of Housing Supports and Accounting at CLM for funds from HUD
- Conducts all work required for Housing Projects and PATH Outreach daily basis
- Runs APR, HMIS reports, CE data entry, reviews all new policies for all projects
- Submits NOFA for all housing projects
- Assist Landlords with participants that are in the units
- Reports to VP for Supervision

Interim Housing Director 2/2019-11/2019

- Works closely with Bureau of Housing Supports and Accounting at CLM for funds from HUD
- Conducts all work that the Housing Development Assistant and PATH Outreach conducts on a daily basis
- Runs APR, HMIS reports on either a daily or monthly basis
- Assist Landlords with participants that are in the units
- Reports to VP for Supervision

Housing Development Assistant 11/2017-2/2019

- Works collaboratively with Housing Director to Outreach and assist homeless individuals.
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations for documentation and HMIS data
- Attend and participate in HMIS Data Committee and Advisory Meetings, Housing Action NH meetings, Balance of State Continuum of Care meetings and BOSCOG subcommittee meetings as required
- Assist in the development of NOFA Documentation and HMIS Annual Performance Reports
- Perform other duties as assigned by director

PATH Outreach Worker 7/2017-11/2017

- Coordinate intake and needs for assessments for all clients and work with clients and their barriers to obtain services/housing and/or perform a warm handoff to in-house case manager.
- Perform outreach services, contacting homeless persons in all places where they congregate in our catchment area.
- Provide supportive services in a non-judgmental manner.
- Provide information, referrals, and advocacy to assist clients in accessing services and resources.
- Assist clients with procuring necessary documents and services such as ID card, birth certificate, social security, disability income.
- Assist clients with housing applications, complete supportive and subsidized housing paperwork, and advocate for clients with prospective landlords.

Work Opportunities Unlimited

Dover, NH

February 2016-July 2017

Career Resource Specialist Seacoast Area

- Assist clients develop career goals/Work support and assessment
- Intake coordination for DCYF clients
- Create and develop Individual Support Plans/Coaching clients to help maximize success
- Job retention skills/Job coaching skills
- Mock interviewing skills and assessment
- Job Development/Business Development

Sutton Hill Center-Genesis Healthcare North Andover, MA

2016-Present

Recreation Assistant

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

Rutland Healthcare and Rehabilitation -Genesis Healthcare Rutland, VT

2015-2016

Recreation Assistant

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

Balance Chiropractic PLLC

Concord, NH

2008-2015

Office Manager

- Maintained all charts and intakes for patients
- Scheduling, collecting co-pays, calling insurance companies for benefits
- Following up on charts and following up with payments from patients

- Ordered supplies, supplements, fielding calls to schedule and reschedule patients

Children's Place

Manchester, NH

2007-2008

Store Manager

- Ran all aspects of the stores operation from scheduling, payroll, shipment, floor sets
- Training all management and part time sales associates
- Customer service

Olympia Sports

Salem, NH

1995-2007

Store Manager

- Part time from 1995-1997, Manager Trainee, Store Manager 2000
- Ran all operations of store and maintained good customer service
- Training for all management and part time sales associates
- Made sure to reach sales goals and inventory

Volunteer Experience

YMCA Allard Center of Goffstown

- Volunteered for co-coaching of competitive swim team (18 kids ages 11-16)
- Volunteered for Kohl's Cares Softball tournament to raise \$500
- Volunteered for Zumba/dance-a-thon to raise over \$200

Education:

Rutland High School 1997

Seacoast Career School 2006

VICTOR TOPO

President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

Professional Experience

Center for Life Management – Derry, NH
President/Chief Executive Officer

1999 – Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH
Chief Executive Officer/Executive Director

1988 - 1999

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

VICTOR TOPO

-Page 2-

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

1983-1988

Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)

West Virginia University, Morgantown, WV

Bachelor of Arts (BA)

Siena College, Loudonville, NY

Associate of Applied Science (AAS)

Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair

Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -

Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

- 1994-1996 Child and Adolescent Psychiatry Fellowship
University of Miami/ Jackson Memorial Hospital
- 1991-1994 Psychiatry Residency
Medical University of South Carolina
Institute of Psychiatry
Charleston, South Carolina
- 1987-1992 Doctor of Medicine
Tulane University School of Medicine
Tulane Medical Center
Charity Hospital
New Orleans, Louisiana
- 1987-1991 Masters of Public Health
Tulane University School of Tropical Medicine and Public Health
New Orleans, Louisiana
- 1983-1987 Bachelor of Science Engineering
Major: Biomedical Engineering
Tulane University School of Engineering
- 1985-1986 Tulane University Honor Scholar Junior Year Abroad
Major: Engineering
University of Southampton
Southampton, England

EMPLOYMENT

- 2000-Present Medical Director
Hampstead Hospital
Hampstead, New Hampshire
- 1996-2000 Chief, Child and Adolescent Psychiatrist
Hampstead Hospital
Hampstead, New Hampshire
-

EMPLOYMENT (cont.)

- 1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire
- 1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire
- 1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court
- 1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

- 1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

- 2001-2003 Sub-investigator
Access Clinical Trials
- A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release
Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories
- A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release
Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories
- A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary
Efficacy of Flutamide Compared to Placebo in Patients with Anorexia.
Nervosa
Vela Pharmaceuticals Inc.

RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.

Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia

Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.

Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression

Daviss, Bentivoglio, Racusin, Brown, et al.,

J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression

Bostic J.Q., Prince J., Brown K., Place S.

Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.

Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.

Psychopharmacology Bulletin 2002; 36: 100-107

2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001

2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001

HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

- Golden Apple Award for Excellence in teaching medical students
- Residency Education Committee representative
- Vice President Tulane Medical School Class of 1991
- President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

- Tau Beta Pi (engineering honor society)
- Alpha Eta Mu Beta (biomedical engineering honor society)
- Alpha Epsilon Delta (premedical honor society)
- Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

- American Medical Association
- American Psychiatry Association
- American Academy of Child and Adolescent Psychiatry
- New Hampshire Medical Association
- New Hampshire Psychiatry Association
- New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

- Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
- Board Eligible, Child and Adolescent Psychiatry

LICENSES

- New Hampshire, Maine, South Carolina, Florida, Louisiana

Steve Arnault

Objective To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience **Healthcare Systems Allgn, LLC**
Lead. Nottingham, NH 1/2010 – Present

Healthcare Systems Allgn.com

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance **Center for Life Management, Derry, NH** 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers
Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health **Portsmouth Regional Hospital** 1/2006 - 12/2009
Services Portsmouth, NH

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

Steve Arnault

Assistant Director of Behavioral Health Services **Portsmouth Regional Hospital**
Portsmouth, NH 4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services **Community Partners; Dover, NH** 11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 managers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog. **Riverbend Community Mental Health Ctr**
Concord, NH 9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator **Riverbend Community Mental Health Ctr**
Concord, NH 8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader **Strafford Guidance Center; Dover, NH** 1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager **Strafford Guidance Center; Dover, NH** 1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

Steve Arnault

Assistant Director / Behavioral Specialist Residential Resources; Keene, NH 1/1989 - 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor The Center for Humanistic Change Manchester, NH 8/1986 - 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager Greater Lawrence Psychological Center Lawrence, MA 6/1984 - 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty New England College; Henniker, NH 9/1994 - Present
www.nec.edu

- Teach graduate and undergraduate courses in psychology, counseling, program development and evaluation

Director of Masters Degree Program in Mental Health Counseling New England College; Henniker, NH 1/1998 - 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant New England College; Henniker, NH Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

- Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

EDUCATION:

- New Hampshire College, Graduate School of Business, Manchester, NH
M.B.A. Degree 1987
- Fitchburg State College, Graduate School of Guidance and Counseling, Fitchburg, MA
18 Graduate Hours in Counseling 1973
- Nathaniel Hawthorne College, Antrim, NH
B.A. Degree 1971

LICENSES AND PROFESSIONAL AFFILIATIONS:

- Licensed Certified Social Worker, Massachusetts License #3028-2-051-181
- Member in Good Standing National Association of Social Workers

The Mental Health Center for Southern New Hampshire Inc.
Housing Bridge Subsidy Program

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President/CEO	\$176,485	1.5%	\$2,647
Diana Lachapelle	CFO	\$140,000	1.5%	\$2,100
Steve Arnault	VP Operations, Quality & Compliance	\$135,732	1.5%	\$2,036
Kenneth Brown M.D	Medical Director	\$260,000	1.5%	\$3,900
Angela Moran	Housing Coordinator	\$42,000	10%	\$14,883

/



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

14
MAC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 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-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
TOTAL			\$2,123,704	\$6,519,975	\$8,643,679

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu
and His Honorable Council
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hë-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.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			Subtotal	\$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			Subtotal	\$158,800
Total Family Support Services				<u>\$2,123,704</u>

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			Subtotal	\$6,519,975

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-10)

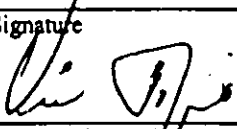
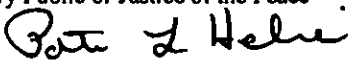
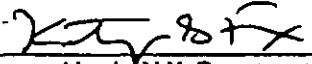
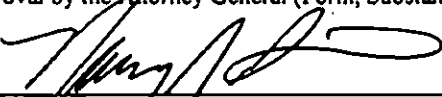
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory VIC TOPO PRESIDENT/CEO	
1.13 Acknowledgement: State of New Hampshire County of Rockingham On Vic Topo ^{7/27/19} , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		PATRICE L. HELIE, Justice of the Peace State of New Hampshire My Commission Expires April 6, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Patrice L. Helie			
1.14 State Agency Signature  Date: 8/2/19		1.15 Name and Title of State Agency Signatory Katy S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/14/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date 7/27/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulæ, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials W
Date 7/29/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JK
Date 7/29/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services


- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
 - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
 - 2.1.1.1. The guardian or other involved family member, as appropriate.
 - 2.1.1.2. The referring agent.
 - 2.1.1.3. An identified mental health center representative.

**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.


Date 7/29/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
 - 2.2.11.1. Security deposit financial assistance.
 - 2.2.11.2. Assistance with utility payments.
 - 2.2.11.3. Assistance with applying for food stamps.
 - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
 - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
 - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
 - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
 - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
 - 2.3.2.1. Peer support agencies.
 - 2.3.2.2. Faith-based groups.
 - 2.3.2.3. Transportation services.
 - 2.3.2.4. Primary care services.
 - 2.3.2.5. Homemaker/personal care services.
 - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
 - 2.4.1. Treatment team meetings.
 - 2.4.2. Self-observations.

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7/29/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
 - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
 - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
 - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
 - 2.6.4. Complete and document annual inspections of each individual's rental unit.
 - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
 - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
 - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
 - 2.11.1. Releases of information and consent forms.
 - 2.11.2. Housing and service plans.
 - 2.11.3. Progress and contact notes.
 - 2.11.4. Documentation of service participation.
 - 2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
 - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
 - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
 - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
 - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
 - 4.1.2. Barriers experienced by the Contractor.

✓
Date 7/29/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
 - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
 - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
 - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
 - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
 - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
 - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
 - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
 - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

[Handwritten Signature]
Date 7/29/19

**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**



Exhibit A

- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

WJ
7/29/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
 - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
 - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Exhibit B

Contractor Initials

WS

Date

7/29/19



**New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services**

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health Services
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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7/29/19

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center for Southern New Hampshire
 DBA CLM Center for Life Management
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: 6/1/19 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS-contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ 875.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
TOTAL	\$ 60,769	\$ 7,292	\$ 68,061	\$ -	\$ -	\$ -	\$ 60,769	\$ 7,292	\$ 68,061

Indirect As A Percent of Direct

12.0%

Contractor Initials: *W*
 Date: *7/29/19*

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center for Southern New Hampshire
 DBA CLM Center for Life Management
 Budget Request for: Housing Bridge Subsidy Program Services
 Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 18,543.00	\$ -	\$ 18,543.00	\$ -	\$ -	\$ -	\$ 18,543	\$ -	\$ 18,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980	\$ -	\$ 980.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 680.00	\$ -	\$ 680.00	\$ -	\$ -	\$ -	\$ 680	\$ -	\$ 680.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
TOTAL	\$ 81,817	\$ 9,722	\$ 90,739	\$ -	\$ -	\$ -	\$ 81,817	\$ 9,722	\$ 90,739

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date 7/29/19

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **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 

Date 

**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.

Exhibit C - Special Provisions

Contractor Initials

Date

[Handwritten Signature]
Date 7/29/19

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials 

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**New Hampshire Department of Health and Human Services
Exhibit C**

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Exhibit C – Special Provisions

Contractor Initials

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**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.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials W



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials

[Handwritten Signature]
Date 7/29/19



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

7/29/19
Date

Vic Topa
Name: *Vic Topa*
Title: *president/CEO*

Vendor Initials *VT*
Date 7/29/19



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its Instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/29/19
Date

[Signature]
Name: VCC TPO
Title: PRESIDENT / CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials: [Signature]
Date: 7/29/19

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

VA
2/29/13



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/29/19
Date

Vic Toffi
Name: VIC TOFFI
Title: President / CEO

Vendor Initials *VT*
Date 7/29/19



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

[Handwritten Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date *7/29/19*



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex, against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

7/29/19
Date

Vendor Name:

[Signature]
Name: VIG TOP
Title: PRESIDENT / CEO

Exhibit G

Vendor Initials [Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, 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 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

7/27/19
Date

Vendor Name:

[Signature]
Name: Vic To Do
Title: President/CEO

Vendor Initials [Signature]
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.

3/2014

Vendor Initials

VA

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

3/2014

Vendor initials

[Handwritten initials]

Date

7/27/19



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.


- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Vendor Initials


Date 7/29/14

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- 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 WDate 7/27/19



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 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.

3/2014

Vendor Initials
Date 7/29/19



New Hampshire Department of Health and Human Services

Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State

Katja S. Fox
 Signature of Authorized Representative

Katja S. Fox
 Name of Authorized Representative

Director
 Title of Authorized Representative

8/2/19
 Date

Vic Topo

 Name of the Vendor

[Signature]
 Signature of Authorized Representative

VIC TOPO
 Name of Authorized Representative

 Title of Authorized Representative

PRESIDENT/CEO
 Date
7/29/19

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/29/19
Date

[Signature]
Name: VIC TOPO
Title: President / CEO

Vendor Initials VT
Date 7/29/19



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573541

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Vic Tapa, CEO</u>	Amount: <u>\$ 160,854</u>
Name: <u>Michael Bergeron, CEO</u>	Amount: <u>\$ 132,674</u>
Name: <u>Steve Accault, COO</u>	Amount: <u>\$ 118,821</u>
Name: <u>Patrick Ulmer, CTO</u>	Amount: <u>\$ 118,821</u>
Name: _____	Amount: _____

Vendor Initials WT
Date 7/29/19

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements




request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open


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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability: In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- 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