



Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

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

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December 17, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed in **bold** below to expand the number of supported housing beds in their region by six (6) beds and to continue providing supported housing and community mental health services to individuals who have severe mental illness and lack permanent housing options in the community, by exercising renewal options by increasing the total price limitation by \$8,835,528 from \$16,284,430 to \$25,119,958 and by extending the completion dates from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. This request is contingent upon Governor and Council approval of the corresponding request to amend the Mental Health contracts with the Contractors listed in **bold** below. 100% General Funds.

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

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$255,005	Total Current Shared Price Limitation \$11,775,275	\$12,030,280	\$640,037	Total shared Price Limitation \$ 4,486,300	\$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	\$255,005		\$12,030,280	\$254,641		\$16,771,221
The Lakes Region Mental Health Center, Inc.	\$945,249		\$12,720,524	\$1,097,827		\$18,304,651

Riverbend Community Mental Health, Inc.	\$675,082		\$12,450,357			\$12,450,357
Monadnock Family Services	\$255,005		\$12,030,280	\$378,986		\$16,895,566
The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	\$683,712		\$12,458,987	\$738,759		\$17,684,046
The Mental Health Center of Greater Manchester, Inc.	\$675,082		\$12,450,357	\$393,322		\$17,329,979
Seacoast Mental Health Center, Inc.	\$255,005		\$12,030,280			\$12,030,280
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	\$255,005		\$12,030,280	\$845,656		\$17,362,236
The Mental Health Center for Southern New Hampshire	\$255,005		\$12,030,280			\$12,030,280
<b>TOTALS</b>	<b>\$4,609,155</b>	<b>\$11,775,275</b>	<b>\$16,284,430</b>	<b>\$4,349,228</b>	<b>\$4,486,300</b>	<b>\$25,119,958</b>

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

**See attached fiscal details.**

#### **EXPLANATION**

The Department contracts for Housing Bridge Subsidy Program services with the Community Mental Health Centers (CMHC), which are designated by the Department to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403.



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

This requested action includes seven (7) of the ten (10) Housing Bridge Subsidy with the CMHCs; the Department plans to submit a request for the remaining three (3) CMHCs at a future Governor and Executive Council meeting.

During State Fiscal Years 2022 and 2023:

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

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

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

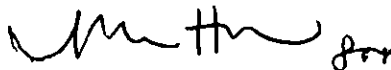
- Percentage of individuals receiving services who make a successful transition to permanent housing within eighteen (18) months of enrollment.

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

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

Area served: Statewide

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shabinette" followed by a stylized flourish.

Lori A. Shabinette  
Commissioner

# FINANCIAL DETAILS

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

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$184,701	\$278,173
2023	102/500731	Contracts for Program Services	92204117	\$0	\$455,336	\$455,336
Sub-total				\$255,005	\$640,037	\$895,042

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$96,223	\$189,695
2023	102/500731	Contracts for Program Services	92204117	\$0	\$158,418	\$158,418
Sub-total				\$255,005	\$254,641	\$509,646

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$438,594	\$0	\$438,594
2022	102/500731	Contracts for Program Services	92204117	\$438,594	\$305,871	\$744,465
2023	102/500731	Contracts for Program Services	92204117	\$0	\$791,956	\$791,956
Sub-total				\$945,249	\$1,097,827	\$2,043,076

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2023	102/500731	Contracts for Program Services	92204117	\$0	\$0	\$0
Sub-total				\$675,082	\$0	\$675,082

## Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$239,671	\$333,143
2023	102/500731	Contracts for Program Services	92204117	\$0	\$139,315	\$139,315
Sub-total				\$255,005	\$378,986	\$633,991

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$267,100	\$0	\$267,100
2022	102/500731	Contracts for Program Services	92204117	\$267,100	\$107,738	\$374,838
2023	102/500731	Contracts for Program Services	92204117	\$0	\$631,021	\$631,021
Sub-total				\$683,712	\$738,759	\$1,422,471

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128

2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$266,477	\$126,845	\$393,322
2023	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$675,082	\$393,322	\$1,068,404

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2023	102/500731	Contracts for Program Services	92204117	\$0	\$0	\$0
Sub-total				\$255,005	\$0	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$204,617	\$298,089
2023	102/500731	Contracts for Program Services	92204117	\$0	\$641,039	\$641,039
Sub-total				\$255,005	\$845,656	\$1,100,661

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2023	102/500731	Contracts for Program Services	92204117	\$0	\$0	\$0
Sub-total				\$255,005	\$0	\$255,005

**Total Family Support Services      \$4,509,155      \$4,349,228      \$8,858,383**

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2023	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$11,775,275	\$4,486,300	\$16,261,575

**Grand Total      \$16,284,430      \$8,835,528      \$25,119,958**

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$17,156,617
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual

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

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

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

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

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

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

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

9. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

10. Add Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

DS  
SGA

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

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

State of New Hampshire  
Department of Health and Human Services

12/22/2021

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Northern Human Services

12/22/2021

Date

DocuSigned by:

Suzanne Gaetjens-Oleson

Name: Suzanne Gaetjens-Oleson

Title: Chief Executive Officer



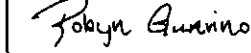
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/22/2021

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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

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



**Exhibit A**

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

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



**Exhibit A**

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



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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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

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

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

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

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

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

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

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

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

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

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## Exhibit A

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

### 2.1.30. Staffing

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

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

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

### 2.1.31. Reporting

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

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

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

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

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

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

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



**Exhibit A**

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

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



**Exhibit A**

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

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

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

- 2.2.3.1. Client contributions for clothing, food, and housing.
- 2.2.3.2. Services to be provided, including specialty services.
- 2.2.3.3. Priority populations to be served.
- 2.2.3.4. Referrals and evaluations.
- 2.2.3.5. Admissions, transfers, and discharges.
- 2.2.3.6. Emergency response plan.
- 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.
- 2.3. **Specialty Housing Provisions**
  - 2.3.1. Effective July 1, 2022, the Contractor shall continue providing intensive residential treatment services for individuals at high risk of admission to NHH within the Northern Human Services catchment area to support the Housing and Urban Development (HUD) requirement of the Gilpin Community Residence to move from the provision of transitional housing to permanent supported housing.
  - 2.3.2. Effective July 1, 2022, the Contractor shall ensure funds are applied to support the staffing costs at the Gilpin Community Residence, 145 High Street, Littleton, NH and to the extent possible, the Kearsarge Community Residence, 138 Kearsarge Street, North Conway, NH to enhance staffing support.
  - 2.3.3. Effective July 1, 2022, the Contractor shall submit data to the Department, as requested.
  - 2.3.4. Effective July 1, 2022, the Contractor agrees that reimbursements will be based on costs in accordance with Exhibit B, Methods and Conditions Precedent to Payment.

Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	142,394	\$	55,144	\$	87,250
2. Employee Benefits	\$	16,543	\$	16,543	\$	-
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Consumables	\$	7,200	\$	-	\$	7,200
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	300	\$	300	\$	-
6. Travel	\$	4,500	\$	4,500	\$	-
7. Occupancy	\$	450	\$	450	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	2,130	\$	950	\$	1,170
Postage	\$	360	\$	360	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	450	\$	450	\$	-
Insurance	\$	900	\$	900	\$	-
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	500	\$	500	\$	-
9. Software	\$	600	\$	600	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	750	\$	750	\$	-
12. Subcontract/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Unit Damage	\$	10,750	\$	-	\$	10,750
Rental Vouchers	\$	-	\$	-	\$	-
Daily Subsidy Fees	\$	41,062	\$	-	\$	41,062
Rental Occupancy Cost	\$	-	\$	-	\$	-
Facility Fit-Up Cost	\$	37,269	\$	-	\$	37,269
14. Specialty Housing Provisions (detailed budget to be provided)	\$	-	\$	-	\$	-
15. Admin/Indirect	\$	10,015	\$	10,015	\$	-
<b>TOTAL</b>	\$	<b>278,173</b>	\$	<b>93,472</b>	\$	<b>184,701</b>

Indirect As A Percent of Direct



Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program

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

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	\$ 229,643	\$ 55,144	\$ 174,499
2. Employee Benefits	\$ 16,543	\$ 16,543	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000	\$ 1,000	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Consumables	\$ 14,400	\$ -	\$ 14,400
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 300	\$ 300	\$ -
6. Travel	\$ 4,500	\$ 4,500	\$ -
7. Occupancy	\$ 450	\$ 450	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 3,300	\$ 960	\$ 2,340
Postage	\$ 360	\$ 360	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ 450	\$ -
Insurance	\$ 900	\$ 900	\$ -
Board Expenses	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500	\$ 500	\$ -
9. Software	\$ 600	\$ 600	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750	\$ 750	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ 1,000	\$ -
Client Funds	\$ -	\$ -	\$ -
Unit Damage	\$ 21,500	\$ -	\$ 21,500
Rental Vouchers	\$ -	\$ -	\$ -
Daily Subsidy Fees	\$ 82,125	\$ -	\$ 82,125
Rental Occupancy Cost	\$ -	\$ -	\$ -
Facility Fit-Up Cost	\$ -	\$ -	\$ -
14. Specialty Housing Provisions (detailed budget to be provided)	\$ 67,000	\$ -	\$ 67,000
15. Admin/Indirect	\$ 10,015	\$ 10,015	\$ -
<b>TOTAL</b>	<b>\$ 455,338</b>	<b>\$ 93,472</b>	<b>\$ 361,864</b>

Indirect As A Percent of Direct

Contractor Initials

Date 12/22/2021

# State of New Hampshire

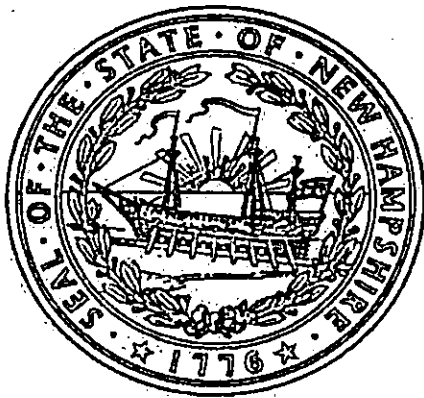
## Department of State

### CERTIFICATE

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

Business ID: 62362

Certificate Number : 0005348730



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,

this 5th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Madelene Costello, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 3, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

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

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

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **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: 12/7/21



Signature of Elected Officer

Name: Madelene Costello

Title: President

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2021

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Christine.skehan <b>PHONE (AC, No, Ext):</b> 855 874-0123 <b>FAX (AC, No):</b> <b>E-MAIL ADDRESS:</b> Christine.skehan@usi.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance Company <b>NAIC #</b> 32204 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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:		PHPK2255726	03/31/2021	03/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2255722	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB761993	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Profession Liab		PHPK2255726	03/31/2021	03/31/2022	\$1,000,000/\$3,000,000
A	Physician Prof		PHPK2255726	03/31/2021	03/31/2022	\$1,000,000/\$3,000,000

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

Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Department of Health  
 and Human Services (DHHS)  
 129 Pleasant St  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

*See Hest*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2021

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

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

PRODUCER 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 E-MAIL ADDRESS: Christine.Skehan@usi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: NH Employers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32204 13083
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WYD	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 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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB761993	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 follow form \$
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	ECC60040004322021A	09/30/2021	09/30/2022	<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)  
Evidence

## CERTIFICATE HOLDER

## CANCELLATION

NH DHHS  
Bureau of Behavioral Health  
105 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



NORTHUM

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2021

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<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		<b>CONTACT NAME:</b> Christine Skehan <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Christine.Skehan@usi.com	
<b>INSURED</b> Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>NAIC #</b> 32204 <b>INSURER B:</b> NH Employers Insurance Company <b>13083</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB761993	03/31/2021	03/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 follow form \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ECC60040004322021A	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
 Bureau of Behavioral Health  
 105 Pleasant Street  
 Concord, NH 03301

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AUTHORIZED REPRESENTATIVE



**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*

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## **NORTHERN HUMAN SERVICES, INC.**

**FOR THE YEARS ENDED JUNE 30, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

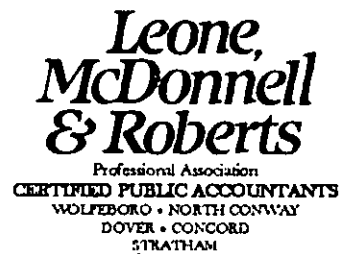


**NORTHERN HUMAN SERVICES, INC.**

**JUNE 30, 2020 AND 2019**

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

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

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

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

### **Auditors' Responsibility**

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

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

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

### **Opinion**

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

### **Report on Summarized Comparative Information**

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

### **Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 26 – 34 and schedule of expenditures of federal awards on page 35, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 20, 2021, on our consideration of Northern Human Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Human Services, Inc.'s internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts*  
*Professional Association*

January 20, 2021  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2020 AND 2019****ASSETS**

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

**LIABILITIES AND NET ASSETS**

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

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

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements



Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

Continued

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

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

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

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

**Basis of Accounting**

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

**Basis of Presentation**

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

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

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

As of June 30, 2020 and 2019, the Organization had net assets with donor restrictions and net assets without donor restrictions.

**Accounting Estimates**

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

**Contributions**

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

**Cash Equivalents**

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



### **Accounts Receivable**

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

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

### **Property and Depreciation**

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

### **Investments**

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

### **Accrued Earned Time**

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

### **Refundable Advances**

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

### **Program Service Fee Revenue**

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

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

### **Functional Allocation of Expenses**

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

### **Income Taxes**

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

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2018 – 2020), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

### **New Accounting Pronouncement**

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

**2. AVAILABILITY AND LIQUIDITY**

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

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 14,243,428	\$ 11,600,834
Accounts receivable, net	2,431,296	1,965,991
Grants receivable	515,878	227,519
Assets, limited use	697,746	501,911
Investments	2,064,316	1,966,886
Cash value of life insurance	<u>452,278</u>	<u>432,585</u>
Total financial assets	20,404,942	16,695,726
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	397,289	169,364
Net assets with donor restrictions	<u>256,226</u>	<u>255,464</u>
Total amounts not available within one year	<u>971,717</u>	<u>743,030</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 19,433,225</u>	<u>\$ 15,952,696</u>

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

**3. ASSETS, LIMITED USE**

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

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

**4. PROPERTY AND DEPRECIATION**

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

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

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

**5. INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2020 and 2019:

	<u>2020</u>		<u>2019</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
<b>Money Market Funds</b>	\$ 51,642	\$ 51,642	\$ 19,601	\$ 19,601
<b>Mutual Funds:</b>				
Domestic equity funds	721,852	649,349	690,460	599,516
International equity funds	305,407	298,585	302,374	289,349
Fixed income funds	949,227	900,785	901,146	882,426
Other mutual funds	<u>36,188</u>	<u>39,192</u>	<u>53,305</u>	<u>58,506</u>
<b>Total</b>	<u>\$ 2,064,316</u>	<u>\$ 1,939,553</u>	<u>\$ 1,966,886</u>	<u>\$ 1,849,398</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>2020</u>	<u>2019</u>
<b><u>Components of Investment Return:</u></b>		
Interest and dividends	\$ 46,784	\$ 42,378
Unrealized gains (losses) on investments	9,790	(30,002)
Realized gains on investments	<u>57,410</u>	<u>81,524</u>
	<u>\$ 113,984</u>	<u>\$ 93,900</u>

Investment management fees for the years ended June 30, 2020 and 2019 were \$15,350 and \$14,064, respectively, and were netted with investment return.

**6. FAIR VALUE MEASUREMENTS**

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2020 and 2019.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2020 and 2019.

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

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

The table below segregates all financial assets and liabilities as of June 30, 2020 and 2019 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

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

	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Money Market Funds</b>	\$ 19,601	\$ -	\$ -	\$ 19,601
<b>Mutual Funds</b>				
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
<b>Cash Value of Life Insurance</b>	-	432,585	-	432,585
<b>Total investments at fair value</b>	<u>\$ 1,966,886</u>	<u>\$ 432,585</u>	<u>\$ -</u>	<u>\$ 2,399,471</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 increased the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$422,993 and \$276,510 for the years ended June 30, 2020 and 2019, respectively.

**8. CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2020 and 2019. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$14,030,868 and \$11,239,183, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

**9. CONCENTRATION OF RISK**

For the years ended June 30, 2020 and 2019, approximately 87% of the total revenue was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

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

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

#### 10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$1,030,701 and \$901,993 for the years ended June 30, 2020 and 2019, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2021	\$ 941,622
2022	<u>38,973</u>
Total	<u>\$ 980,595</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, 2020 and 2019, the Organization had a due to Shallow River balance in the amount of \$58,112 and \$48,423, respectively.

##### Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$770,034 and \$766,575 for the years ended June 30, 2020 and 2019, respectively. The Organization also leases space from a board member for \$1,000 per month.

##### Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2020 and 2019.

**Donation**

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

**12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT**

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2020 and 2019, the outstanding capitated payment liability totaled \$339,562 and \$391,458, respectively.

**13. COMMITMENTS AND CONTINGENCIES**

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

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

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

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

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



**14. NET ASSETS WITH DONOR RESTRICTIONS**

At June 30, 2020 and 2019, net assets with donor restrictions consisted of the following:

	<u>2020</u>	<u>2019</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,962	2,832
Income earned on the Memorial Fund	<u>847</u>	<u>215</u>
Total net assets with donor restrictions	<u>\$ 256,226</u>	<u>\$ 255,464</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, 2020 and 2019, the endowment was entirely composed of net assets with donor restrictions.

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

	<u>2020</u>	<u>2019</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	631	555
Withdrawals	<u>(631)</u>	<u>(555)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

#### **16. LONG TERM CARE STABILIZATION PROGRAM**

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

#### **17. RECLASSIFICATION**

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

#### **18. OTHER EVENTS**

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

#### **19. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 20, 2021, the date the June 30, 2020 financial statements were available for issuance. See Note 18 regarding COVID-19 information.

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
TOTALS FOR ALL PROGRAMS****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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



**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

Continued

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

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

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2020**

<b>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</b>	<b>FEDERAL CFDA NUMBER</b>	<b>PASS-THROUGH GRANTOR'S NAME</b>	<b>PASS-THROUGH GRANTOR'S NUMBER</b>	<b>FEDERAL EXPENDITURES</b>
<b><u>U.S. Department of Housing and Urban Development</u></b>				
Continuum of Care Program	14.267	Direct Award	N/A	\$ 75,565
Total U.S. Department of Housing and Urban Development				\$ 75,565
<b><u>U.S. Department of Justice</u></b>				
Crime Victim Assistance	18.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2	\$ 323,179
Total U.S. Department of Justice				\$ 323,179
<b><u>U.S. Department of Treasury</u></b>				
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A	\$ 782,055
Total U.S. Department of Treasury				\$ 782,055
<b><u>U.S. Department of Education</u></b>				
Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852	\$ 34,700
Total U.S. Department of Education				\$ 34,700
<b><u>U.S. Department of Health &amp; Human Services</u></b>				
<b><u>Medicaid Cluster</u></b>				
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	\$ 4,849
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	6,151 \$ 11,000
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown	48,223
Total U.S. Department of Health & Human Services				\$ 59,223
<b>TOTAL</b>				<b>\$ 1,284,722</b>

See Notes to Schedule of Expenditures of Federal Awards

**NORTHERN HUMAN SERVICES, INC.**

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

**NOTE 1      BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Northern Human Services, Inc. under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

**NOTE 3      INDIRECT COST RATE**

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

**NORTHERN HUMAN SERVICES, INC.**

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 20, 2021.

**Internal Control Over Financial Reporting**

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

**Compliance and Other Matters**

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

**Northern Human Services, Inc.'s Response to Findings**

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

**Purpose of this Report**

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

*Leon, McDonnell & Roberts  
Professional Association*

January 20, 2021  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.**

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

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

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

We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2020. Northern Human Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

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

**Auditors' Responsibility**

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

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

**Opinion on Each Major Federal Program**

In our opinion, Northern Human Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.



**Report on Internal Control Over Compliance**

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

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

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

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

*Leon, McDonnell & Roberts  
Professional Association*

January 20, 2021  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.**

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

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Northern Human Services, Inc. were prepared in accordance with GAAP.
2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Northern Human Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Northern Human Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were: U.S. Department of the Treasury; Coronavirus Relief Fund, CFDA 21.019 and U.S. Department of Justice; Crime Victim Assistance, CFDA 16.575.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

**MATERIAL WEAKNESS**

**2020-001 - Reconciliation process and month end close**

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

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

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

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

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

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

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

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

#### **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None

**NORTHERN HUMAN SERVICES BOARD OF DIRECTORS**

		<u>Office</u>	<u>Home</u>	<u>Term</u>
<b>Officers:</b>	Madelene Costello, President			10.20 - 10.22
	Dorothy Borchers, Vice President			10.20 - 10.22
	James Salmon, Treasurer			10.17 - 10.21
	TBA, Secretary			
<b>Staff:</b>	Eric Johnson, CEO	447-3347		
	Dale Heon, CFO	447-3347		
	Susan Wiggin, CEO Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358		
	Liz Charles, DD Reg Administrator	447-3347		
<b>Term Expires</b>	<u>The Mental Health Center</u>	Kassie Eafrazi	752-7404	
	3 Twelfth St., Berlin 03570	Director of BH		
	<u>Community Services Center</u>	Lynn Johnson	752-1005	
	69 Willard St., Berlin 03570	Director of DS		
'22	Margaret McClellan, 1774 Riverside Dr., Apt. #2, Berlin, 03570			
'23	*Stephen Michaud, 10 Madison Ave., Gorham 03581			
'23	*Dorothy Borchers, 70 Main St. #1, Gorham 03581			
	<u>The Mental Health Center</u>	Valeda Cerasale	447-2111	
	25 W. Main St., Conway 03818	Director of BH		
	70 Bay St., Wolfeboro 03894		569-1884	
	<u>New Horizons</u> (also Tamworth)	Shanon Mason	356-6310	
	626 Eastman Rd., Ctr. Conway 03813	Director of DS		
'21	*Maddie Costello, 155 Fairview Ave., POB 1900, Conway 03818	662-5387 (cell)		
'23	*Carrie Duran, 3 Clement Court #4, Wolfeboro, NH 03894			
'21	James Salmon, 909 Stritch Rd., P.O. Box 893, Ctr. Conway 03813			
	<u>The Mental Health Center</u>	James Michaels	237-4955	
	55 Colby St., Colebrook 03576	Director of BH		
	69 Brooklyn St., Groveton 03582		636-2555	
	<u>Vershire Center</u>	Lynn Johnson	237-5721	
	24 Depot Street, Colebrook, NH 03576	Director of DS		
'23	Georgia Caron, 83 Cloutier Dr., Stark 03582			
	<u>White Mountain Mental Health</u>	Amy Finkle	444-8501	
	29 Maple St., Box 599, Littleton 03561	Director of BH		
	<u>Common Ground</u> (also Littleton, Woodsville)	Mark Vincent	837-9547	
	24 Lancaster Rd., Whitefield 03584	Director of DS		
'23	Annette Carbonneau, P.O. Box 205, Franconia 03580			

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

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

***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:***

***Chief Executive Officer***, Northern Human Services, December 2021-present Assists in the formulation of policy by proposing policy to the boards, interprets and implements policy throughout corporations prepares and presents essential reports to the boards facilitating their effective governance to include: financial, personnel, operational, quality assessment, program evaluation, etc., Maintain an effective and efficient organizational structure, prepares short and long-term plans and presents such to the boards for approval, maintain knowledge of state-of-the-art practices in core services offered by the corporations, represent the interests of the corporations in legislative hearings, state wide and local meetings, maintain compliance with applicable federal, state and local laws, rules and regulations

***Regional Mental Health Administrator, Operations***, 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, 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. Oversee program development and implementation as directed by the CEO. Work with Area Directors to ensure that all contract requirements are met. Represent NHS on the NCHC board.

***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 developmental disabilities and promotes their ability to be positive contributors and participants in their communities.***

***References Available Upon Request***

**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.



Kassie Marie Eafrati

Education and Certifications

NH Certified Early Childhood Educator: Preschool through Third Grade  
Certificate #104652 Expires 6/30/2022

Tufts University, Medford, MA September 2010-August 2011  
Degree: M.A., Child Development

University of New England, Biddeford, ME September 2006-May 2010  
Degree: B.A., Psychology with secondary focus on Sociology

Work Experience

12/2021-Present, Regional Mental Health Administrator, Northern Human Services

- Establish and oversee (which will be tracked locally in a shared) folder training programs for staff in Corporate Compliance, HIPAA and other applicable areas related to quality improvement and compliance
- Assists in budget and contract development and interprets information related to these processes
- Acts as liaison with State Bureaus providing funding to assure contract compliance
- Assumes responsibility for overseeing Corporate Compliance functions
- Assumes responsibility for overseeing Quality Improvement functions

1/2018-12/2021, Director of Behavioral Health, NHS Mental Health, Berlin, NH

- Oversight of all mental health programs offered through NHS in Berlin/Gorham region
- Manage several programs that span multiple locations including: Drug Treatment Court, Victim of Crimes Assistant, Infant Mental Health, Rapid Response Grant, Emergency Services
- Manage budget around 5 million per year
- Supervise four program directors with staff totaling 60+ employees
- Manage contracts with local communities and organizations
- Manage grants from state, federal, and anonymous funders

03/2016-01/2018, Infant/Early Childhood Mental Health Program Director, NHS Mental Health, Berlin, NH

- Carry a small caseload and complete all responsibilities as a children's mental health case manager and functional support specialist
- Complete all administrative responsibilities as program director, including data collection and writing the grant report
- Promote program to community and continue to be an active member of several community programs, boards, and projects
- Work as a consultant to help provide children with the best quality of care from child care centers in Coos County

11/2015-01/2018, Program Consultant, Preschool Technical Assistant Network, Bedford, NH

- Obtain and maintain CDB Early Childhood Master Professional: Program Consultant- expires 11/23/218.
- Participate in Trauma Informed Early Childhood Services (TIECS) initial training and monthly reflective practice calls to provide (TIECS) informed consultations
- Work collaboratively with child care centers reaching out for various types of consultations (classroom, individual children, teacher, etc.)
- Collaborate with other agencies in consultation with child care centers including schools, mental health, early supports, family resource center, etc.

07/12-Present, NH Certified Early Childhood Educator, NHS Family Centered Early Supports and Services, Conway, NH

- Complete intake, evaluation, determine eligibility, complete IFSP and provide direct services as well as service coordination and case management
- Work as a part of several teams: DCYF, SAU special education teams, infant mental health, primary care physicians and specialists, contractors providing early intervention, SEE Change leadership team.
- Transition children from early supports to special education, preschool, and/or other programs/services
- Create strong, working relationships with parents and caregivers
- Consult with child care providers

#### Related Experience

- Member of Community Partnership Network 2<sup>nd</sup> Leadership Cohort through Neil and Louise Tillotson Foundation
- Actively engaged in Coos Coalition leadership team and subcommittees focusing on maternal depression, parenting, professional development, and watch me grow

#### Professional Memberships/Certifications/Trainings

Board of Directors Member: NH Association of Infant Mental Health (President)  
Coos County Child Advocacy Center (Secretary)  
Great North Woods Community Foundation (Co-Chair)  
Coos County Family Health Center (Vice President)  
NH Children's Health Foundation

Certificates: Growing Great Kids Tiers 1-3 and Supervisor  
Early Childhood and Family Mental Health Credential  
NH Early Childhood Master Professional: Program Consultant  
Mind in the Making Facilitator  
Trauma Informed Early Childhood Services Highly Qualified Consultant  
Positive Solutions for Families Facilitator

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Suzanne Gaetjens-Oleson, LCMHC	CEO	\$0
Dale Heon	CFO	\$0
Kassie Eafrati	Regional MH Admin/COO- MH	\$0

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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

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

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

June 18, 2021

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

**REQUESTED ACTION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 268,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

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

**See attached fiscal details.**

#### **EXPLANATION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner

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

**06-98-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

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

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

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

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

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

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

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

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

**Monadnock Family Services (Vendor Code 177610-B005)**

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

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

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

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

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

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

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

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

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

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

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

**Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155**

**Funding Amount Shared by Vendors as follows:**

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total      \$9,998,650      \$6,285,780      \$16,284,430**



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

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

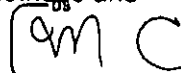
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,030,280.
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and



Conditions Precedent to Payment.

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

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

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

State of New Hampshire  
Department of Health and Human Services

6/15/2021

Date

DocuSigned by:

Katja Fox

CD0006B4C63443

Name: Katja Fox

Title: Director

Northern Human Services

6/15/2021

Date

DocuSigned by:

Madelene Costello

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Name: Madelene Costello

Title: Board President

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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



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



**Exhibit A**

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

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

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

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

- who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
- 2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
  - 2.19.3. The complainant is notified, in writing, of the finding.
  - 2.19.4. All identities of any complainants are kept confidential.
  - 2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.
  - 2.19.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
- 2.20.1. Releases of information and consent forms.
  - 2.20.2. Housing and service plans.
  - 2.20.3. Progress and contact notes.
  - 2.20.4. Criminal record check and registered offender search.
  - 2.20.5. Guardianship orders, as applicable.
  - 2.20.6. Representative payee orders, as applicable.
  - 2.20.7. Other housing applications, as applicable.
  - 2.20.8. Documentation of service participation.
  - 2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
- 2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

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



**Exhibit A**

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

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

**3. Phoenix System**

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

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

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

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

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

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

**4. Staffing**

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

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



**Exhibit A**

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

**5. Reporting**

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

- 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
- 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
- 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

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

- 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
- 5.2.2. The names of individuals who have passed away, and the date of their passing.
- 5.2.3. The date an individual signs a lease, including date of move-in.
- 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

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

- 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
  - 5.3.1.1. Transportation.
  - 5.3.1.2. Substance use disorder services.
  - 5.3.1.3. Access to mental health services;
  - 5.3.1.4. Access to medical healthcare.

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Housing Bridge Subsidy Program Services**



**Exhibit A**

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

**6. Performance Measures**

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

Exhibit B-3 Budget  
 Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: Northern Human Services											
Budget Request for: Housing Bridge Subsidy Program Services											
Budget Period: SFY22 July 1, 2021 - June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/Wages	\$5,144	-	\$5,144	-	-	-	\$5,144	-	-	\$5,144	
2. Employee Benefits	16,843	-	16,843	-	-	-	16,843	-	-	16,843	
3. Other Salaries	-	-	-	-	-	-	-	-	-	-	
4. Equipment:	-	-	-	-	-	-	-	-	-	-	
Rental	-	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	1,000	-	1,000	-	-	-	1,000	-	-	1,000	
5. Supplies:	-	-	-	-	-	-	-	-	-	-	
Educational	-	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	-	
Office	300	-	300	-	-	-	300	-	-	300	
6. Travel	4,500	-	4,500	-	-	-	4,500	-	-	4,500	
7. Occupancy	450	-	450	-	-	-	450	-	-	450	
8. Current Expenses:	-	-	-	-	-	-	-	-	-	-	
Telephone	800	-	800	-	-	-	800	-	-	800	
Postage	300	-	300	-	-	-	300	-	-	300	
Subscriptions	-	-	-	-	-	-	-	-	-	-	
Audit and Legal	450	-	450	-	-	-	450	-	-	450	
Insurance	800	-	800	-	-	-	800	-	-	800	
Recall Expenses	-	-	-	-	-	-	-	-	-	-	
Miscellaneous (Contingency)	600	-	600	-	-	-	600	-	-	600	
9. Salaries	800	-	800	-	-	-	800	-	-	800	
10. Materials/Communications	-	-	-	-	-	-	-	-	-	-	
11. Staff Education and Training	750	-	750	-	-	-	750	-	-	750	
12. Subcontractual Agreements	-	-	-	-	-	-	-	-	-	-	
13. Other (specify details in narrative)	-	-	-	-	-	-	-	-	-	-	
Contract Award Checks	1,000	-	1,000	-	-	-	1,000	-	-	1,000	
Grant Funds	-	-	-	-	-	-	-	-	-	-	
Rebate Vouchers	-	-	-	-	-	-	-	-	-	-	
14. Admin	16,813	-	16,813	-	-	-	16,813	-	-	16,813	
TOTAL	\$34,472	-	\$34,472	-	-	-	\$34,472	-	-	\$34,472	





Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

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

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

September 18, 2020

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

**REQUESTED ACTION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,668,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,898,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

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

Please see attached financial details.

**EXPLANATION**

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

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

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

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

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

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

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

The Department will monitor contracted services by reviewing:

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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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, reading "Lori Shabinette". The signature is fluid and cursive, with the first name "Lori" and last name "Shabinette" clearly distinguishable.

Lori A. Shabinette

Commissioner

## FINANCIAL DETAILS

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

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

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

## West Central Services DBA West Central Behavioral Health (Vendor Code 177634-B001)

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$188,498	\$78,979	\$266,477
Sub-total				\$331,626	\$78,979	\$408,605

## Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$188,498	\$78,979	\$266,477
Sub-total				\$331,626	\$78,979	\$408,605

**Seacoast Mental Health Center, Inc. (Vendor Code 174069-R001)**

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

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

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

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

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

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

Funding Amount Shared by Vendors as follows:

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

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

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



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

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

This 1<sup>st</sup> 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 2.43. 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.

DS  
EJ

**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

DecSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

Northern Human Services

10/5/2020

Date

DecSigned 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:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

NYCASH207E12C4AE

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											
Construction Name: Northern Human Services											
Budget Request for: Housing Bridge Stability 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:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Kernal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00		
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	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00		
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00		
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00		
Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00		
10. Meeting/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00		
14. Admin	\$ -	\$ 10,815	\$ 10,815	\$ -	\$ -	\$ -	\$ -	\$ 10,815	\$ 10,815		
TOTAL	\$ 83,457	\$ 10,815	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,815	\$ 93,472		
Indirect As A Percent of Direct 12.6%											



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TOD Access: 1-800-735-1964 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
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

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

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

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

Please see attached financial details.

#### EXPLANATION

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

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

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

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

The contractors will provide services in accordance with NH Administrative Rule 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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His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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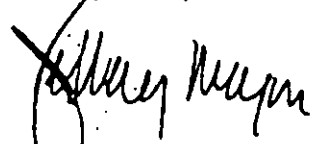
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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	\$189,340
		Subtotal		\$338,852

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

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

## Financial Details

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

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

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

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

## CLM Center of Life Management (Vendor Code 174118-R001)

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

## Funding Amounts Shared by Vendors as follows:

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

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

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

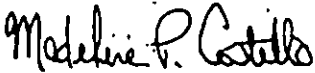
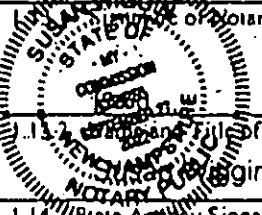
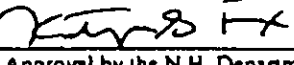
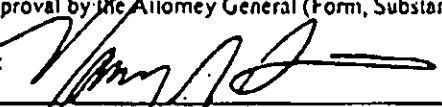
Subject: Housing Bridge Subsidy Program Services (SS-2020-D8H-01-HOUSE-01)

**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 Acknowledgment: State of NH, County of Carroll On July 25, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. _____, of Notary Public or Justice of the Peace			
 1.13.2 Signature and Title of Notary or Justice of the Peace Susan Wiggins, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kertja 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

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Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date 7/25/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**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.

*ES*

**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.

*[Handwritten Signature]*

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



**Exhibit A**

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

**5. Performance Measures**

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

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



**Exhibit A**

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

*EJ*



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

**Exhibit B**

**Method and Conditions Precedent to Payment**

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

*FEJ*



**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@dhs.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.

*ET*

## 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, 2017 to June 30, 2018)									
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	41,336.00	-	41,336.00	-	-	-	41,336.00	-	41,336.00
2. Employee Benefits	12,407.00	-	12,407.00	-	-	-	12,407.00	-	12,407.00
3. Contract Costs	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-
6. Repairs and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchase/Construction	730.00	-	730.00	-	-	-	730.00	-	730.00
8. Supplies	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-
10. Utilities	-	-	-	-	-	-	-	-	-
11. Printing	-	-	-	-	-	-	-	-	-
12. Office	773.00	-	773.00	-	-	-	773.00	-	773.00
13. Travel	1,600.00	-	1,600.00	-	-	-	1,600.00	-	1,600.00
14. Contingency	334.00	-	334.00	-	-	-	334.00	-	334.00
15. Current Expenses	-	-	-	-	-	-	-	-	-
16. Telephone	770.00	-	770.00	-	-	-	770.00	-	770.00
17. Postage	770.00	-	770.00	-	-	-	770.00	-	770.00
18. Subscriptions	-	-	-	-	-	-	-	-	-
19. Audio and Visual	334.00	-	334.00	-	-	-	334.00	-	334.00
20. Insurance	873.00	-	873.00	-	-	-	873.00	-	873.00
21. Board Expenses	-	-	-	-	-	-	-	-	-
22. Miscellaneous (Contingency)	373.00	-	373.00	-	-	-	373.00	-	373.00
23. Software	430.00	-	430.00	-	-	-	430.00	-	430.00
24. Information/Communications	-	-	-	-	-	-	-	-	-
25. Health and Wellness Expenses	563.00	-	563.00	-	-	-	563.00	-	563.00
26. Support/Consultant services	-	-	-	-	-	-	-	-	-
27. Other (leave/60 days maintenance)	-	-	-	-	-	-	-	-	-
28. Capital Projects/Grants	300.00	-	300.00	-	-	-	300.00	-	300.00
29. Admin	-	-	-	-	-	-	-	-	-
TOTAL	66,783	7,792	74,575	-	-	-	66,783	7,792	74,575

Indirect as a Percent of Direct

12.0%



### Exhibit B-2 Budget

### Planning Bridge Security Program Services

<sup>1</sup> New Hampshire Department of Health and Human Services

**Contractor Name:** Northern Storage Services

**Student Empowerment Act: Increasing College Students' Power and Service**

**Budget Period:** 1/7/75 (July 1, 1975 - June 30, 1976)

Line Item	Total Program Cost			Computer Share / March			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$3,144.00		\$3,144.00				\$3,144.00		\$3,144.00
2. Employee Benefits	18,943.00		18,943.00				18,943.00		18,943.00
3. Consultants									
4. Equipment									
5. Rent									
6. Repet and maintenance									
7. Purchase of Association	1,000.00		1,000.00				1,000.00		1,000.00
A. Expenses:									
Education									
Lab									
Pharmacy									
Medical									
Office	300.00		300.00				300.00		300.00
6. Travel	2,400.00		2,400.00				2,400.00		2,400.00
7. Occupancy	430.00		430.00				430.00		430.00
A. Current Expenses									
Telephone	800.00		800.00				800.00		800.00
Postage	200.00		200.00				200.00		200.00
Subscriptions									
Aids and Labor	430.00		430.00				430.00		430.00
Insurance	800.00		800.00				800.00		800.00
Dorm Expenses									
Miscellaneous (Contingency)	200.00		200.00				200.00		200.00
B. Software	800.00		800.00				800.00		800.00
10. Information/Communications									
11. Staff Education and Training	730.00		730.00				730.00		730.00
12. Subcontracting/Management									
13. Other (e.g., 21's growth maintenance)									
Capital Resource Charge	800.00		800.00				800.00		800.00
14. Admin		9,722.00	9,722.00					9,722.00	9,722.00
TOTAL	81,817.00	9,722.00	90,739.00				81,817.00	9,722.00	90,739.00

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

*[Signature]*

**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 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

Exhibit C - Special Provisions

Contractor Initials 

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.

A handwritten signature in black ink, appearing to be "J. [unclear]", written over the "Contractor Initials" line.

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.

*[Handwritten signature]*

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

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name: Northern Human Services

7/25/19  
Date

  
Name: Eric Johnson  
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

*EJ*

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

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New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name: Northern Human Services

7/25/19

Date

A handwritten signature in black ink, appearing to read "Eric Johnson", written over a horizontal line.

Name: Eric Johnson

Title: CEO

Exhibit G

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

Vendor Initials

Handwritten initials "EJ" in black ink, written over a horizontal line.

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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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Vendor Initials

Date 7/25/19



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

EJ

Date 7/25/19

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.

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

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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.

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## 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

EJ

DocuSign Envelope ID: 28A8022C-DFA4-4292-92CE-2671BC15C3E7

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.

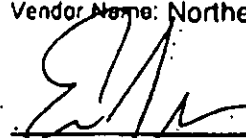
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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

7/25/19

Date

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

X NO        YES

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

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

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

       NO        YES

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

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

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

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

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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

*[Signature]*

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

A handwritten signature in black ink, appearing to be "J. J.", is written over the "Contractor Initials" label.

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

*[Signature]*

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.).

*[Handwritten Signature]*

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

*EJ*

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

*[Handwritten signature]*



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$16,771,221
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and

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

A-S-1.2

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Page 1 of 4

Contractor Initials

Date 12/29/2021

DS  
RO

Conditions Precedent to Payment.

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

DS  
RB

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

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

State of New Hampshire  
Department of Health and Human Services

12/20/2021

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

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

12/20/2021

Date

DocuSigned by:

Roger Osmon

Name: Roger Osmon

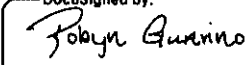
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/20/2021

Date

DocuSigned by:  
  
748734844941480  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



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

**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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



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



**Exhibit A**

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

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DS  
RQ

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



**Exhibit A**

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

**2.1.30. Staffing**

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

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

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

**2.1.31. Reporting**

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

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

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

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

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

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

DS  
RD

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



**Exhibit A**

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



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



**Exhibit A**

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

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

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



**Exhibit A**

---

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

Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing 6-Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	57,585	\$	55,144	\$	2,421
2. Employee Benefits	\$	18,543	\$	18,543	\$	-
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	180	\$	-	\$	180
Purchase/Depreciation	\$	2,000	\$	1,000	\$	1,000
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	450	\$	-	\$	450
Rehabilitation	\$	1,200	\$	-	\$	1,200
Household	\$	8,130	\$	-	\$	8,130
Medical	\$	-	\$	-	\$	-
Office	\$	750	\$	300	\$	450
6. Travel/Transportation	\$	5,700	\$	4,500	\$	1,200
7. Occupancy	\$	450	\$	450	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone/Communication	\$	4,560	\$	960	\$	3,600
Postage/Printing	\$	1,500	\$	360	\$	1,140
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	750	\$	450	\$	300
Insurance	\$	4,200	\$	900	\$	3,300
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	1,250	\$	500	\$	750
9. Software	\$	800	\$	800	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,350	\$	750	\$	600
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
Advertising	\$	300	\$	-	\$	300
Utilities	\$	4,500	\$	-	\$	4,500
14. Admin/Indirect	\$	12,987	\$	10,015	\$	2,952
15. Fit Up One Time Cost	\$	63,750	\$	-	\$	63,750
<b>TOTAL</b>	\$	<b>189,685</b>	\$	<b>93,472</b>	\$	<b>96,223</b>

Indirect As A Percent of Direct


West Central Services, Inc. d/b/a West Central Behavioral Health  
SS-2020-DBH-01-HOUSE-02-A03  
Exhibit B-3, Amendment #3  
Page 1 of 1
  
 Contractor Initials \_\_\_\_\_  
 Date 12/29/2021

Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Budget Request for: Housing Bridge Subsidy Program

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	59,988	\$	55,144	\$	4,842
2. Employee Benefits	\$	16,543	\$	16,543	\$	-
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	360	\$	-	\$	360
Purchase/Depreciation	\$	3,000	\$	1,000	\$	2,000
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	900	\$	-	\$	900
Rehabilitation	\$	2,400	\$	-	\$	2,400
Household	\$	16,260	\$	-	\$	16,260
Medical	\$	-	\$	-	\$	-
Office	\$	1,200	\$	300	\$	900
6. Travel/Transportation	\$	8,900	\$	4,500	\$	2,400
7. Occupancy	\$	9,450	\$	450	\$	9,000
8. Current Expenses	\$	-	\$	-	\$	-
Telephone/Communication	\$	8,180	\$	960	\$	7,200
Postage/Printing	\$	2,640	\$	360	\$	2,280
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	1,050	\$	450	\$	600
Insurance	\$	7,500	\$	900	\$	6,600
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	2,000	\$	500	\$	1,500
9. Software	\$	600	\$	600	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,950	\$	750	\$	1,200
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
Advertising	\$	600	\$	-	\$	600
14. Admin/Indirect	\$	15,919	\$	10,015	\$	5,904
<b>TOTAL</b>	\$	<b>158,418</b>	\$	<b>83,472</b>	\$	<b>64,946</b>

Indirect As A Percent of Direct

# State of New Hampshire

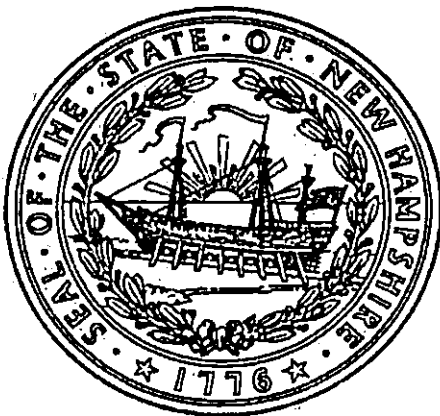
## Department of State

### CERTIFICATE

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

Business ID: 85174

Certificate Number: 0005353154



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

# State of New Hampshire

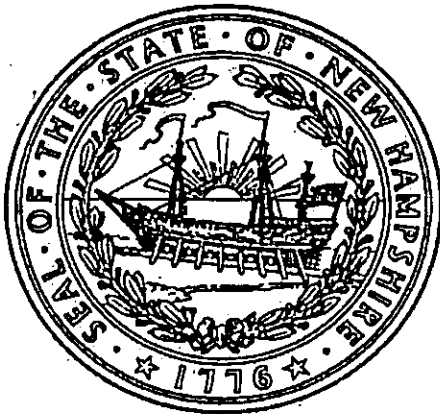
## Department of State

### 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: 0005353170



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY

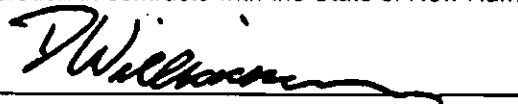
I, Douglas Williamson hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc., dba West Central Behavioral Health
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 26, 2020, at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: December 6, 2021



Signature of Elected Officer  
Name: Douglas Williamson  
Title: Board of Directors Chair

STATE OF NEW HAMPSHIRE

County of Grafton

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December 2021,

By Douglas Williamson  
(Name of Elected Clerk/Secretary/Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: August 22, 2021



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 11/04/2021

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN102105463-gaup-21-22	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span> INSURER A : Capitol Specialty Insurance Corporation <span style="float: right;">10328</span> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
--	---

**COVERAGES** **CERTIFICATE NUMBER:** NYC-010772207-07 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			HS02726188-06	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HS20212616-01	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Healthcare Professional Liability - Claims Made			HS02726188-06	11/01/2021	11/01/2022	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

**CERTIFICATE HOLDER**
**CANCELLATION**

 State of New Hampshire  
 Department of Health and Human Services  
 105 Pleasant Street, Main Bldg., Rm 214-S  
 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

*Marsh USA Inc.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2021

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

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

<b>PRODUCER</b> <b>Hays Companies Inc.</b> 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Mariana Sousa <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> msousa@hayscompanies.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Technology Insurance Company, Inc. <b>NAIC #</b> 42376 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>West Central Behavioral Health</b> 9 Hanover Street, Suite 2  Lebanon NH 03766	

**COVERAGES**

CERTIFICATE NUMBER: 21-22 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3982219	6/1/2021	6/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> James Hays/GSCHIC
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Effective Date:  
May 15, 2018

### **Mission**

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

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

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## **INDEPENDENT AUDITOR'S REPORT**

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

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

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

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

### **Auditor's Responsibility**

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

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

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

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

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

## Report on Supplementary Information

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

*Kittell, Bravagan + Sargent*

St. Albans, Vermont  
September 21, 2020

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

## STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2020</u>	<u>2019</u>
<b>CURRENT ASSETS</b>		
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
<b>TOTAL CURRENT ASSETS</b>	<u>3,707,549</u>	<u>1,705,809</u>
 <b>PROPERTY &amp; EQUIPMENT, NET</b>	 <u>641,691</u>	 <u>601,659</u>
 <b>OTHER ASSETS</b>		
Investment in Behavioral Information Systems	109,149	105,219
Deposits	31,880	31,880
<b>TOTAL OTHER ASSETS</b>	<u>141,029</u>	<u>137,099</u>
 <b>TOTAL ASSETS</b>	 <u>\$ 4,490,269</u>	 <u>\$ 2,444,567</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
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
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,004,688</u>	<u>691,344</u>
 <b>LONG-TERM DEBT, less current portion</b>	 <u>1,324,355</u>	 <u>548,312</u>
 <b>TOTAL LIABILITIES</b>	 <u>2,329,043</u>	 <u>1,239,656</u>
 <b>NET ASSETS</b>		
Net Assets without donor restrictions	<u>2,161,226</u>	<u>1,204,911</u>
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <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,

	2020	
	Net Assets	
	without Donor	2019
	Restrictions	
<b>PUBLIC SUPPORT AND REVENUES</b>		
Public support -		
State of New Hampshire -- BBH	\$ 377,128	\$ 321,876
Other public support	930,575	325,928
Grants	497,339	483,227
Total public support	<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	299,771	47,364
Total Revenues	<u>9,109,380</u>	<u>8,558,203</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>10,914,422</u>	<u>9,689,234</u>
<b>EXPENSES</b>		
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>
<b>TOTAL EXPENSES</b>	<u>10,001,728</u>	<u>9,672,295</u>
<b>CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES</b>	<u>912,694</u>	<u>16,939</u>
<b>OTHER INCOME</b>		
Investment Income	<u>43,621</u>	<u>41,973</u>
<b>TOTAL INCREASE IN NET ASSETS</b>	956,315	58,912
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,204,911</u>	<u>1,145,999</u>
<b>NET ASSETS, END OF YEAR</b>	<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,

	<u>2020</u>	<u>2019</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
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
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>881,547</u>	<u>259,856</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(117,679)	(64,523)
Investment activity, net	(41,560)	(40,722)
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<u>(159,239)</u>	<u>(105,245)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
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)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>911,638</u>	<u>(199,768)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	1,633,946	(45,157)
<b>CASH AT BEGINNING OF YEAR</b>	<u>393,604</u>	<u>438,761</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 2,027,550</u>	<u>\$ 393,604</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
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

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

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

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

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>\$ 3,487,857</u>

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

**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>
<b>ACCOUNTS RECEIVABLE - TRADE</b>		
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><u>\$ 370,605</u></u>	<u><u>\$ 348,486</u></u>

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

	<u>2020</u>	<u>2019</u>
<b>ACCOUNTS RECEIVABLE - OTHER</b>		
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><u>\$ 543,872</u></u>	<u><u>\$ 262,035</u></u>

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

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

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

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>
	1,817,415	577,315
Less: Current Portion	<u>(493,060)</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

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
	<u>\$ 1,817,415</u>

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

**NOTE 12      EMPLOYEE RETIREMENT PLAN**

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

**NOTE 13      CONCENTRATIONS OF CREDIT RISK**

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

	<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

**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.

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

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
CLIENT FEES	\$ 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

	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

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
<b>Program Services Fees</b>													
Net Client Fees	\$ 205,777	\$ -	\$ 205,777	\$ 76,155	\$ 3,044	\$ 49,492	\$ 24,490	\$ 745	\$ 4,074	\$ 31,682	\$ -	\$ 16,095	\$ 268,383
Medicaid	7,010,883	-	7,010,883	2,152,147	87,870	2,984,094	461,544	103,050	1,081,637	38,665	-	101,876	6,826,542
Medicare	395,290	-	395,290	275,568	-	80	27,792	16,881	3,939	48,831	-	22,199	259,338
Other Insurance	477,368	-	477,368	188,930	-	147,861	4,439	10,125	232	92,825	-	32,956	407,926
<b>Public Support - Other</b>													
Local/County Gov't.	58,903	-	58,903	19,608	662	23,166	3,774	952	7,936	1,544	-	1,261	79,367
Donations/Contributions	855,962	-	855,962	272,853	9,300	328,557	52,726	13,237	111,385	44,152	-	23,752	222,066
Grants	497,339	-	497,339	158,602	5,371	190,928	30,636	7,709	64,654	25,663	-	13,776	483,227
Other Public Support	15,710	-	15,710	-	-	15,710	-	-	-	-	-	-	24,495
<b>BBH</b>													
Community Mental Health	377,128	-	377,128	12,650	1,000	14,250	245,350	97,878	2,500	1,500	-	2,000	321,876
Other BBH	560,264	-	560,264	48,321	-	15,627	29,870	167,111	-	16,786	-	282,549	596,044
<b>Rental Incomes</b>	160,027	-	160,027	4,871	-	-	-	-	155,156	-	-	-	152,606
<b>Other Revenues</b>	299,771	-	299,771	16,533	464	16,268	4,435	31,262	36,370	1,805	188,528	4,106	47,364
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$10,914,422</b>	<b>\$ -</b>	<b>\$10,914,422</b>	<b>\$ 3,226,238</b>	<b>\$ 107,711</b>	<b>\$ 3,786,033</b>	<b>\$ 885,056</b>	<b>\$ 448,950</b>	<b>\$ 1,467,883</b>	<b>\$ 303,453</b>	<b>\$ 188,528</b>	<b>\$ 500,570</b>	<b>\$ 9,689,234</b>



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

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
<b>Personnel Costs:</b>													
Salary & Wages	\$ 8,371,883	\$ 498,296	\$ 5,875,388	\$ 1,913,710	\$ 81,832	\$ 1,861,881	\$ 578,585	\$ 358,344	\$ 838,238	\$ 208,802	\$ 37,498	\$ 402,840	\$ 6,202,511
Employee Benefits	778,428	38,832	741,594	288,363	14,908	225,915	45,502	32,897	82,424	33,199	4,399	36,127	703,224
Payroll Taxes	432,124	33,852	308,472	130,878	5,887	115,774	23,084	24,920	44,084	22,097	2,365	29,803	438,789
<b>Professional Fees:</b>													
Professional Fees	260,073	30,385	230,588	135,577	1,418	47,240	11,342	4,253	15,872	5,871	745	8,470	282,222
<b>Staff Devel. &amp; Training:</b>													
Staff Development	28,186	17,801	10,385	3,079	5	10	1,983	331	-	147	700	4,130	29,508
<b>Occupancy Costs:</b>													
Rent	809,865	19,500	790,365	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	15,248	650	17,384	3,997	1,903	43,782	1,436	400	-	91,395
Maintenance and Repairs	59,072	335	58,737	5,018	258	8,240	1,315	738	42,352	280	145	395	97,735
Taxes	38,000	-	38,000	-	-	-	-	-	38,000	-	-	-	38,000
Other Occupancy Costs	248,297	-	248,297	83,451	925	83,208	18,808	2,898	34,090	18,405	549	4,185	182,892
<b>Consumable Supplies:</b>													
Office/Building/Household	50,048	10,907	39,139	11,233	482	8,417	3,104	1,408	11,923	1,058	877	859	61,914
Food	40,088	2,585	37,503	1,922	43	3,390	509	59	31,481	45	19	85	41,352
Equipment Rental	23,348	7,302	16,044	5,920	245	5,187	1,511	895	922	814	130	840	21,591
Equipment Maintenance	11,395	11,280	135	-	-	135	-	-	-	-	-	-	10,878
Depreciation	77,847	4,458	73,189	18,782	651	12,915	2,592	1,299	29,084	1,298	-	8,610	85,997
Advertising	20,078	-	20,078	8,358	182	7,742	1,453	545	1,998	727	-	1,073	21,209
Membership Dues	50,717	-	50,717	19,278	445	17,139	3,579	1,359	4,891	1,805	-	2,223	-
Telephone/Communications	71,551	11,580	59,991	13,083	770	16,930	5,294	10,228	8,271	1,881	303	3,433	65,078
Postage/Shipping	9,245	8,354	2,891	1,120	50	894	298	149	185	91	104	-	8,988
<b>Transportation:</b>													
Staff/Clients	101,336	5,897	95,839	32,371	185	25,115	22,805	4,490	3,589	1,582	2,867	3,015	118,539
<b>Insurance:</b>													
General/Liability	141,482	-	141,482	46,849	1,807	42,811	10,785	4,431	22,314	5,298	529	7,258	147,523
Interest Expense	955	-	955	334	10	315	78	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	66	5,572	335,563
<b>TOTAL EXPENSES</b>	<b>10,001,728</b>	<b>750,212</b>	<b>9,251,516</b>	<b>3,044,389</b>	<b>119,584</b>	<b>2,571,021</b>	<b>805,480</b>	<b>477,385</b>	<b>1,184,747</b>	<b>343,880</b>	<b>153,861</b>	<b>551,389</b>	<b>9,872,295</b>
Administrative Allocation	-	(750,212)	750,212	230,956	18,408	188,750	57,275	35,292	98,659	55,302	36,498	53,078	-
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 10,001,728</b>	<b>\$ -</b>	<b>\$ 10,001,728</b>	<b>\$ 3,275,345</b>	<b>\$ 135,990</b>	<b>\$ 2,737,771</b>	<b>\$ 862,755</b>	<b>\$ 512,677</b>	<b>\$ 1,283,406</b>	<b>\$ 399,182</b>	<b>\$ 190,157</b>	<b>\$ 604,445</b>	<b>\$ 9,872,295</b>



**Board of Directors  
4-21-21**

Peter Bleyler - Chair

Douglas Williamson – Vice Chair – Chair Development and Community Relations Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Sarah (Sally) Rutter – Chair – Quality Improvement Committee

Sheila Shulman – Chair Governance Committee

Brooke Adler

Aimee Claiborne

Lisa Cohen

Kaitlyn Covell

Kenneth Dolkart MD

Kenneth Goodrow

Robert Hansen

Brian Lombardo MD

William C. Torrey MD

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

**Roger W. Osmun, Ph.D.**  
*Licensed Psychologist*



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**Education**

Ph.D., Clinical Psychology  
Temple University

M.A., Clinical Psychology  
Temple University

B.A., Psychology, High Honors  
Magna Cum Laude and Phi Beta Kappa  
University of Rochester

**Licensure**

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the National Register of Health Service Psychologists, Registrant #4431

**National Provider Identification (NPI):** 1750346136 (Roger W. Osmun, Ph.D.)  
1295206290 (Pinnacle Psychological Services, LLC)

**Clinical and Administrative Experience**

2019- **President and CEO**, West Central Behavioral Health, Lebanon, NH

Private, non-profit behavioral health organization [501(c)3]  
Approximately 145 employees; approximately 2,600 clients served annually.  
7 locations (6 offices and 1 residential program) in the Upper Valley and  
Greater Sullivan County  
Annual Revenue: \$10M FY20  
Direct Reports: 7 (including Vice President of Operations, Vice President of  
Clinical Services, Chief Financial Officer, Medical Director and HR Director)

Activities: Functioned as the administrative lead of a 7-person Executive Leadership Team. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization. Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]

Joint Commission Accredited since 2000

Approximately 720 employees; approximately 21,000 clients served annually.

30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ

Annual Revenue: \$31M FY17; \$32M FY18

Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare

Report to: Chief Executive Officer of parent organization and directly to the board

Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a \$31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by \$500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by \$1.2M (3.9%)
- Expanded into two new service line contracts totaling \$475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes
- Established an emerging leadership development program for middle management and other high potential employees

**1996-2016 Chief Clinical Officer, Holcomb Behavioral Health Systems, Exton, PA**

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from \$2M to \$30M. Largest contract attained was \$2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive policies/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

**1993-1996 Primary Therapist, Devereux Foundation-Brandywine Center, Glenmoore PA**

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served as primary liaison between multidisciplinary treatment team and

mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996      **Consultant, Children and Family Support Services, Inc., Pottstown PA**

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93      **Clinical Psychology Internship, Temple University Hospital, Philadelphia PA**

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

### **Research Experience**

1994      **Dissertation:** "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"

1991      **Masters Thesis:** "Ego-Identity Status: Influences on Psychotherapy Seeking"

1988-89      **Research Assistant, Temple University**

Activities: Assessed cognitive reasoning abilities of psychiatrically impaired adolescents at Institute of the Pennsylvania Hospital (now Kirkbride Center)

1987-88      **Honors Thesis Research:** "Loneliness, Social Skills, and Self-Perceptions", Univ. of Rochester. Received High Honors

### **Teaching Experience**

1999-      **Adjunct Faculty**, Immaculata University

Activities: Taught an average of 4 graduate-level psychology courses per year in the university's masters and doctoral program; served on dissertation committees; oversaw doctoral students' independent projects.

*Primary courses:* Treatment of Children and Adolescents; Professional Issues and Ethics; Cognitive-Behavioral Theory and Therapy; Existential-Humanistic Theory and Therapy; Human Sexuality and Dysfunction, Clinical Supervision and Consultation; Group Dynamics; Family Counseling.

2003-      **Clinical Assistant Professor**, Philadelphia College of Osteopathic Medicine

1999-2003      **Presenter**, CASSP Institute    Harrisburg, PA

Activities: Provide state-sponsored trainings regarding child/adolescent services to behavioral health professionals, teachers and families throughout southeastern Pennsylvania. Topics have included issues such as clinical supervision, discharge planning, writing effective treatment plan, writing skills for managed care and various clinical diagnostic categories.

1991-92      **Instructor**, Theories of Personality; Psychopathology, Temple University

1990-92      **Psychological Assessment Course Supervisory Assistant**, Clinical Psychology Program, Temple University.

1986              **Teaching Assistant**, Introductory Psychology, University of Rochester

### **Publications**

Zuckerman, M., Fischer, S.A., Osmun, R.W., Winkler, B.A., & Wolfson, L.R. (1987). Anchoring in lie detection revisited. Journal of Nonverbal Behavior, 11(1), 4-12.

Zuckerman, M., Colwell, E.L., Darche, P.R., Fischer, S.A., Osmun, R.W., Spring, D.D., Winkler, B.A., & Wolfson, L.R. (1988). Attributions as inferences and explanations: Effects on discounting. Journal of Personality and Social Psychology, 54(6), 1006-1019.



## **ROBERT GONYO**



### **EXPERIENCE**

**Accounting Manager**  
**Lake Sunapee Bank**  
**Newport, New Hampshire**

**2014 – Present**

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

**Revenue Manager**  
**Lutheran Social Services / Ascentria Care Alliance**  
**Concord, New Hampshire**

**2013 – 2014**

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

**Fiscal Director**  
**Community Alliance of Human Services**  
**Newport, New Hampshire**

**2008 – 2013**

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

assisted with grant writing proposals.

- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

**Revenue Control Accountant**  
**NFI North**  
**Contoocook, New Hampshire**

**2003 – 2008**

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

**Controller**  
**Brattleboro Reformer / Town Crier**  
**Brattleboro, Vermont**

**2002 – 2003**

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

**Controller**  
**Merriam-Graves Corporation**  
**Charlestown, New Hampshire**

**1998 – 2002**

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

**Assistant Comptroller**

**1992 – 1998**

**Wakeman Industries, Inc. (Merriam-Graves Corporation)  
Charlestown, New Hampshire**

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

**Staff Accountant**

**1988 – 1992**

**Wakeman Industries, Inc. (Merriam-Graves Corporation)  
Charlestown, New Hampshire**

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

**Office Administrator**

**1984 – 1987**

**Suburban Realty, Inc.  
Manchester, New Hampshire**

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

**EDUCATION**

**Bachelor of Science degree in Accounting  
New Hampshire College  
Manchester, New Hampshire**

**PROFESSIONAL AFILIATIONS**

**Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.  
Newport, New Hampshire**

## **CURRICULUM VITAE**

### **NANCY NOWELL**

#### **EDUCATION**

Predoctoral Internship in Clinical Psychology  
Albany Psychology Internship Consortium  
Albany, New York  
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology  
Northern Illinois University (NIU)  
APA-accredited program.

M.A. (1988): Clinical Psychology  
Northern Illinois University (NIU)

B.A. (1985): Psychology  
The University of Kansas

#### **CLINICAL EXPERIENCE**

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois.

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

### **TEACHING EXPERIENCE**

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.  
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

## **RESEARCH EXPERIENCE**

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

## **PROFESSIONAL AFFILIATIONS**

American Psychological Association

## **Cynthia A. Twombly, MA, MBA, LCMHC**

### **Professional Experience**

#### **West Central Behavioral Health, Lebanon, NH**

**2/2009 - Present**

##### **Vice President Operations**

Member of the Executive leadership team responsible for strategic planning, fiscal management, policy setting, and employee relations for a community behavioral health system servicing New Hampshire's Sullivan and Lower Grafton Counties. Work in conjunction with CEO and other members of the Executive Team assessing overall organizational performance against annual budget and business goals. Work collaboratively to develop agency's long-range strategies and solutions to complex issues that arise making sure to optimize resources and minimize risk.

Provide leadership for professional staff in management roles including Quality Improvement, Information Technology, Facilities Management, Administrative Support, Patient Registration, Medical Records, Safety and Child Impact for the agency's six outpatient locations, a senior 16 bed residential facility (Arbor View) and administration facilities.

- Direct oversight of system wide compliance with state, federal, and managed care regulatory requirements and standards.
- Direct the process of continuous process improvement to increase work flow efficiencies and eliminate redundancies for front office, clinical documentation requirements and quality improvement.
- Assess, monitor and impact the agency's managed care quality measures reporting requirements and pay for performance initiatives.
- Oversee and responsible for the application process and reporting requirements for Center of Medicaid and Medicare Services' Merit-Based Incentive Payment System (MIPS), Physician Quality Reporting System (PQRS), the Meaningful Use Incentive, State of NH DHHS and Integrated Delivery Network (IDN) quality reporting measures.
- Assessed and directed the agency's operational needs and implementation of new IT/Software systems: 2 electronic medical records, operations reports system and E-Prescribing.
- Participate as a member of the Internal Quality Improvement Committee developing and implementing agency policy and monitoring procedures.
- Participate as a member of external committees and stakeholders:
  - Integrated Delivery Network (IDN-1) Integrated Care Implementation Committees (4)
  - Greater Sullivan County Public Health Network strategizing and implementing public health improvements.
  - NH Citizen's Health Initiative Behavioral Health Integration Learning Collaborative
  - Upper Valley & Greater Sullivan County Emergency Preparedness Assessment and Strategy Development Committees
- Provide leadership and guidance implementing the agency's goals as a member of the New England Practice Transformation Network initiative that is charged to improve quality care and impact health care reform by CMS.
- Contribute to the Board of Directors Development Committee as a member supporting fundraising and advocacy for.
- Provided leadership to the agency's signature 2 day fundraiser including oversight of Steering Committee and 50+ event volunteers.
- Collaboratively developed the agency's annual \$10 million budget with previous Chief Financial Officer's including working with Clinical Program Directors on budget planning and forecasting.
- Directed the relocation process impacting four Sullivan County outpatient facilities including lease negotiation, facility fit-up/design, and sale of real estate.

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

**10/2007 - 1/2009**

##### **Director, Integrated Care**

- Developed an Integrated Service Delivery Model including operations, financial projections, policies, and marketing strategy targeted to Primary Care and Specialty Physician practices for growth and development of services into locations within the Rockingham County region.
- Developed new programs and services in collaboration with Parkland Medical Center's Executive Team. Developed and maintained physician relationships to increase referral base and improve quality of care for patients.
- Improved community awareness and brand through a collaborative effort with marketing consultant including development and production of a regional community television program and a testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development
- Contributed to of the Board of Directors Development Committee as member supporting fundraising and advocacy for CLM.



**Affiliated with Nashua Medical Group, Harvard Pilgrim Health Plan, Nashua, NH**

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Coached/trained individuals and groups in skills for career development, work relationship dynamics, problem solving, goal setting, personality preference/typing, stress management and wellness.
- Contracted EAP consultant/counselor services to local businesses and corporations.
- Provided corporate and business training in leadership, team development/dynamics, effective communication, conflict resolution, and stress and change management.

**Southern NH Health Systems, Nashua, NH**

**10/1998 - 8/2001**

**Director**

- Contributed to the strategic planning, development and implementation of an integrative prevention health center including staffing of providers and administration, fit-up, design, operations, forecasting and budgetary responsibilities.
- Participated in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media role-out.
- Recruitment and hiring of physicians, support staff and allied health professionals.

**Center for Life Management, Salem, NH**

**5/1997 - 2000**

**Fee for Service Clinician**

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.

**Southern NH Health Systems, Nashua, NH**

**5/1993 - 10/1998**

**Cardio-Pulmonary Rehab, Clinical**

- Developed and managed chronic disease and prevention programs within the Cardio-Pulmonary and Community Health Department.
- Provided physical conditioning, reconditioning, risk factor reduction and education through exercise prescription, supervised exercise and educational programs.
- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.
- Participated as a member for the development and management of hospital wide wellness programs and pain management committees.

**Nashua Downtown Development, Nashua, NH**

**9/1987 - 2/1993**

**Business/Community Development Director**

- Reported directly and accountable to Board of Directors.
- Budgetary responsibility and fiscal management
- Recruited/solicited businesses to relocate/expand to the Downtown region of Nashua, NH.
- Responsible for all media communications including television, radio and newspapers.
- Wrote and published a quarterly newsletter.
- Advocated/collaborated with city and state government, arts, business, property owners and corporate leaders to support the mission of the organization.
- Developed and oversaw large scale community events for the region.

**Additional Previous Experience:**

**Wellness Consultants of New England - Owner**

- Provided corporate wellness, fitness and health education program services.

**Matthew Thornton Health Plan**

- Wellness Educator for the health plan's corporate employers provided cholesterol and glucose screening, fitness assessments, wellness education for the health plan's corporate employers in New England.

**Sanders Associates, Nashua, NH**

- Cost Accountant in a manufacturing defense corporation

## **Education**

Masters in Business Administration - Rivier College, 2001  
Masters of Arts, Department of Education, Counseling - Rivier College, 1997  
Bachelors of Arts, Department of Psychology, Psychology - Rivier College, 1993  
Associates Degree, Department of Business, Accounting - Hesser College, 1987

## **Professional Clinical License/Certifications**

Licensed Clinical Mental Health Counselor - State of NH #336, 1999 - Present  
Exercise Specialist Certification - Springfield College, 1985

## **Clinical Mental Health Counselor Internship**

Center for Life Management, Salem, NH - 9/1996 - 5/1997

## **Adjunct Faculty Academic Posts**

Granite State College, Psychology Department, Lebanon, NH, 1/2011 - 12/2011

Courses facilitated: Human Development  
Abnormal Psychology

Rivier College, Graduate Business Department, Nashua, NH, 1/2002 - 6/2007

Courses facilitated: MBA Program: Health Care Administration  
Marketing  
Strategic Marketing Management

New Hampshire Community College, Psychology and Human Services Departments,  
Nashua, NH, 8/2001 - 6/2007

Courses facilitated: Human Relations in the Organization  
Human Development  
Introduction to Psychology  
Family Assessment and Dynamics

## **Community Leadership**

VHN of NH and VT - Board Trustee - 2016 - Present  
Chair - VNH of NH and VT Governance Committee - 2017 - Present  
VNH of NH and VT - CEO Search Committee Member - 2017- 2018  
Upper Valley Leadership Governance Committee 2017- Present  
Upper Valley Leadership Institute - Class 2016  
Toastmasters International, Manchester, NH - 2005 - 2009  
South Pines Homeowners Association, Conway, NH - Treasurer - 2006 - Present  
City of Nashua, Mayor Donchess's Childcare Commission - Former  
YWCA, Nashua, NH - Board Member - Former

## **CURRICULUM VITAE**

**Diane M. Roston, M.D.**

### **Education:**

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

### **Postdoctoral Training:**

Dartmouth-Hitchcock Medical Center, Lebanon, NH	1986 - 1990
Residency in Psychiatry	

### **Licensure and Certification:**

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
New Hampshire Medical Licensure - #7851	1988 – present
Vermont Medical Licensure -#8369	1991 - present

### **Academic Appointments:**

Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

**Hospital Appointments:**

Alice Peck Day Memorial Hospital, Lebanon, NH                      2016 - present; 1996-2004  
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH   2016 – present

Nashua Brookside Hospital, Nashua, NH                      1988-1990

**Experience:**

2007-present	Medical Director, West Central Behavioral Health Lebanon, NH <ul style="list-style-type: none"><li>• Supervision of medical and nursing staff</li><li>• Chair, Quality Improvement committee</li><li>• Coordination of on-site research pilot studies</li><li>• Ex-officio member, Board of Directors</li><li>• Member, executive staff</li></ul>
1995-present	Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH <ul style="list-style-type: none"><li>• Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder</li><li>• Supervised 3<sup>rd</sup> year psychiatry residents for one year rotation</li><li>• Provide clinical guidance to interdisciplinary care teams</li></ul>
1990-present	Private Practice, general psychiatry, White River Junction, VT
1993-1995	Staff Psychiatrist, Counseling Center of Lebanon West Central Behavioral Health, Lebanon, NH
1990-1991	Research Associate with George Vaillant, M.D. Institute for the Study of Adult Development Dartmouth Medical School, Hanover, NH
1982	Editor, Motherhood and Childbirth Project Women's Studies Research Center University of Wisconsin, Madison, WI
1978-1981	Patient Educator and counselor Wisconsin Clinical Cancer Center University of Wisconsin Hospitals & Clinics Madison, WI

## **Major Committee Assignments and Consultations:**

### **National and Regional**

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

### **Institutions:**

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

## **Memberships in Professional Societies:**

American Association of Community Psychiatrists  
 American Medical Women's Association  
 American Psychiatric Association  
 Association for Women in Psychiatry  
 National Alliance for the Mentally Ill  
 New Hampshire Medical Society  
 New Hampshire Psychiatric Association  
 Vermont Psychiatric Association

## **Teaching Activities:**

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator, Dartmouth Medical School fourth year course, Department of Family and Community Medicine	1995
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH  
 The Psychology of Women in Health and in Sickness 1991  
 Undergraduate seminar professor  
 Dartmouth College, Hanover, NH

**Other Professional Activities:**

Private Practice Supervision Group	1993 - present
Co-organized Women and Psychiatry module	1989 - 1997
in psychiatry residency curriculum, DHMC, Lebanon, NH	
Cofounder, regional conference, women & psychiatry	1993 - 1994
Women's Health Faculty Study Group	1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum	1991 - 1993

**Invited Presentations:**

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

**Publications:**

Roston, D. An extraordinary team. *Community Psychiatrist*. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. *Death Studies*. 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017.  
<https://doi.org/10.1080/07481187.2017.1335547>.

Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. *Intl. Psychogeriatrics* 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times*. Oct. 1993.  
Roston, D. On Studying Anatomy. *Academic Medicine*. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, *Ego Mechanisms of Defense: A Guide for Clinicians and Researchers*. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. *Archives of General Psychiatry*. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. *The New Physician*. Jan 1985.

Roston, D., Editor, *Motherhood Symposium Proceedings*. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I *Info and Referral Systems*. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

Diane Roston, M.D.  
Medical Director  
West Central Behavioral Health  
9 Hanover Street, Suite 2  
Lebanon, NH 03766  
603-448-0126  
[droston@wcbh.org](mailto:droston@wcbh.org)

**Key Personnel 12-6-21**  
**6-Bed Housing Contract**

Roger Osmun, PhD.	President/CEO	\$170,000	0.00%	\$0
Robert Gonyo	CFO	\$92,700	0.00%	\$0
Nancy Nowell	VP Clinical Services	\$97,850	1.00%	\$979
Cynthia Twombly	VP Operations	\$92,700	0.50%	\$464
Diane Roston, MD	Medical Director	\$122,853	0.00%	\$0
				\$1,443



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15 MAY



Lori A. Silbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION FOR BEHAVIORAL HEALTH**

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

June 18, 2021

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

**REQUESTED ACTION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 268,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

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

**See attached fiscal details.**

#### **EXPLANATION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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

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

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

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

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

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

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

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

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

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

**Monadnock Family Services (Vendor Code 177610-B005)**

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

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

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

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

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

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

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

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

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

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

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

**Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155**

**Funding Amount Shared by Vendors as follows:**

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total      \$9,998,650      \$6,285,780      \$16,284,430**

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,030,280.
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

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7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

6/15/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

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

6/15/2021

Date

DocuSigned by:

Roger Osmun

Name: Roger Osmun

Title: President and CEO



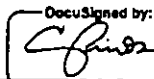
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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

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



**Exhibit A**

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

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

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

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

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

2.19.4. All identities of any complainants are kept confidential.

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

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

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

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

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



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



**Exhibit A**

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

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

**3. Phoenix System**

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

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

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

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

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



**Exhibit A**

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

**4. Staffing**

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

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



**Exhibit A**

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

**5. Reporting**

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

- 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
- 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
- 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

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

- 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
- 5.2.2. The names of individuals who have passed away, and the date of their passing.
- 5.2.3. The date an individual signs a lease, including date of move-in.
- 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

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

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

- 5.3.1.1. Transportation.
- 5.3.1.2. Substance use disorder services.
- 5.3.1.3. Access to mental health services;
- 5.3.1.4. Access to medical healthcare.

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



**Exhibit A**

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

**6. Performance Measures**

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

Exhibit B-3 Budget  
Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Contractor Name: West Central Services, Inc. dba's West Central Behavioral Health										
Budget Request for: Housing Bridge Subsidy Program Services										
Budget Period: 5/1/22 July 1, 2021 - June 30, 2022										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH's Contractor share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Travel/Travel/Transport	\$5,144	-	\$5,144	-	-	-	\$5,144	-	-	\$5,144
2. Employee Benefits	16,843	-	16,843	-	-	-	16,843	-	-	16,843
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-	-
6. Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Purchased/Depreciation	1,600	-	1,600	-	-	-	1,600	-	-	1,600
8. Supplies	-	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-	-
10. Life	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Office	300	-	300	-	-	-	300	-	-	300
14. Travel	2,800	-	2,800	-	-	-	2,800	-	-	2,800
15. Community	450	-	450	-	-	-	450	-	-	450
16. Capital Expenses	-	-	-	-	-	-	-	-	-	-
17. Telephone	800	-	800	-	-	-	800	-	-	800
18. Postage	300	-	300	-	-	-	300	-	-	300
19. Subscriptions	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal	450	-	450	-	-	-	450	-	-	450
21. Insurance	800	-	800	-	-	-	800	-	-	800
22. Travel Expenses	300	-	300	-	-	-	300	-	-	300
23. Miscellaneous (Contractors)	600	-	600	-	-	-	600	-	-	600
24. Salaries	600	-	600	-	-	-	600	-	-	600
25. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
26. Staff Education and Training	750	-	750	-	-	-	750	-	-	750
27. Subscriptions/Agreements	-	-	-	-	-	-	-	-	-	-
28. Other (specify details in comments)	-	-	-	-	-	-	-	-	-	-
29. General Record Charge	1,000	-	1,000	-	-	-	1,000	-	-	1,000
30. Other Funds	-	-	-	-	-	-	-	-	-	-
31. Rental Vouchers	-	-	-	-	-	-	-	-	-	-
32. Admin	10,815	-	10,815	-	-	-	10,815	-	-	10,815
TOTAL	\$3,472	-	\$3,472	-	-	-	\$3,472	-	-	\$3,472
Indirect As A Percent of Direct 0.0%										

603-271-2011-11-12 RCVD

mac

13



Lori A. Shabinette  
Commissioner

Katja S. Fox  
Director

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

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

September 18, 2020

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

**REQUESTED ACTION**

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

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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800	Total Shared Price Limitation \$8,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$8,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,898,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

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

Please see attached financial details.

#### **EXPLANATION**

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

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

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

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

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

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

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

The Department will monitor contracted services by reviewing:

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

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

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



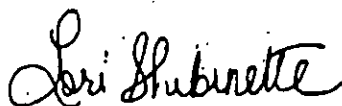
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shibanette".

Lori A. Shibanette

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 177182-R001)

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

## Monadnock Family Services (Vendor Code 177510-B005)

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

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$189,340	\$67,780	\$267,100
Sub-total				\$338,852	\$67,780	\$416,612

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

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

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

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

**Community Partners of Stratford County (Vendor Code 177276-B002)**

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

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

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

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

Funding Amount Shared by Vendors as follows:

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

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

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



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

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

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

C090C88A4C83443

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.*

8A8D84C8472113

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

Decoded by:

A handwritten signature in black ink, appearing to read "C. Pinos".

DocuSign Envelope ID: C69175A2-4388-4940-8EA2-668A41788A31

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:







Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

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

August 13, 2019

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

**REQUESTED ACTION**

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

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-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
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

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

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

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

Please see attached financial details.

#### EXPLANATION

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

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

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

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

The contractors will provide services in accordance with NH Administrative Rule 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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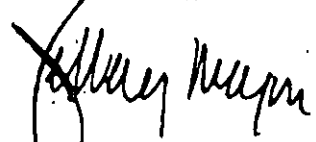
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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



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 177222-8004)

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 177654-8001)

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 154480-8001)

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 177510-8005)

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 154112-8001)

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 177184-8001)

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

## Financial Details

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

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

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

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

## CLM Center of Life Management (Vendor Code 174118-R001)

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

## Funding Amounts Shared by Vendors as follows:

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

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

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


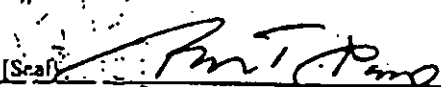
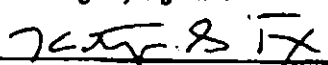
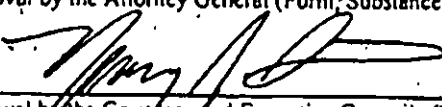
Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-02)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Natahn D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of New Hampshire, County of Grafton On July 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace ROBERT T. GONYO, Notary Public State of New Hampshire My Commission Expires August 2, 2022			
1.14 State Agency Signature  Date: 8/2/19		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form Substance and Execution) (if applicable) By:  On: 8/4/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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.

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7/24/19

**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.

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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.
  - 4.1.2. Barriers experienced by the Contractor.

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**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 A**

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

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

**Exhibit B**

**Method and Conditions Precedent to Payment**

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

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

Exhibit B

Contractor Initials

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Page 1 of 2

Date

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

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  
  
Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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7/24/19

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Exhibit B-1 Budget

New Hampshire's 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: 9/1/19 (October 1, 2019 to June 30, 2020)											
Line Item	Description	Total Program Cost			Contractor Share / Match			Funded by DBHS contractors			Total
		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1.	Total Salary/Wages	41,356.00	-	41,356.00	-	-	-	41,356.00	-	-	41,356.00
2.	Employee Benefits	12,407.00	-	12,407.00	-	-	-	12,407.00	-	-	12,407.00
3.	Contractors	-	-	-	-	-	-	-	-	-	-
4.	Equipment	-	-	-	-	-	-	-	-	-	-
5.	Travel	-	-	-	-	-	-	-	-	-	-
6.	Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-
7.	Purchase/Depreciation	750.00	-	750.00	-	-	-	750.00	-	-	750.00
8.	Supplies	-	-	-	-	-	-	-	-	-	-
9.	Education	-	-	-	-	-	-	-	-	-	-
10.	IT	-	-	-	-	-	-	-	-	-	-
11.	Pharmacy	-	-	-	-	-	-	-	-	-	-
12.	Medical	-	-	-	-	-	-	-	-	-	-
13.	Office	225.00	-	225.00	-	-	-	225.00	-	-	225.00
14.	Travel	1,800.00	-	1,800.00	-	-	-	1,800.00	-	-	1,800.00
15.	Occupancy	308.00	-	308.00	-	-	-	308.00	-	-	308.00
16.	Current Expenses	-	-	-	-	-	-	-	-	-	-
17.	Telephone	770.00	-	770.00	-	-	-	770.00	-	-	770.00
18.	Postage	278.00	-	278.00	-	-	-	278.00	-	-	278.00
19.	Supplies	-	-	-	-	-	-	-	-	-	-
20.	Food and Lodging	325.00	-	325.00	-	-	-	325.00	-	-	325.00
21.	Insurance	875.00	-	875.00	-	-	-	875.00	-	-	875.00
22.	Board Expenses	-	-	-	-	-	-	-	-	-	-
23.	Miscellaneous (Concession)	375.00	-	375.00	-	-	-	375.00	-	-	375.00
24.	Software	450.00	-	450.00	-	-	-	450.00	-	-	450.00
25.	Marketing/Communications	-	-	-	-	-	-	-	-	-	-
26.	Rent/Equipment and Training	543.00	-	543.00	-	-	-	543.00	-	-	543.00
27.	Subscriptions/Outsourcing	-	-	-	-	-	-	-	-	-	-
28.	Other (NASCN South Maryland)	-	-	-	-	-	-	-	-	-	-
29.	Gravestone Records Check	500.00	-	500.00	-	-	-	500.00	-	-	500.00
30.	Admin	-	-	-	-	-	-	-	-	-	-
TOTAL		68,769	-	68,769	-	-	-	68,769	-	-	68,769

## 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: 6/1/21 (July 1, 2021 - June 30, 2021)

Line Item	Description	Total Program Cost			Contractor Share / Match			Funded by DHS/Encumbrances		
		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		18,343.00	-	18,343.00	-	-	-	18,343.00	-	18,343.00
3. Consulting		-	-	-	-	-	-	-	-	-
4. Equipment		-	-	-	-	-	-	-	-	-
5. Rental		-	-	-	-	-	-	-	-	-
6. Repair and Maintenance		-	-	-	-	-	-	-	-	-
7. Purchase/Consumption		1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
8. Supplies		-	-	-	-	-	-	-	-	-
9. Educational		-	-	-	-	-	-	-	-	-
10. Lab		-	-	-	-	-	-	-	-	-
11. Pharmacy		-	-	-	-	-	-	-	-	-
12. Medical		-	-	-	-	-	-	-	-	-
13. Office		300.00	-	300.00	-	-	-	300.00	-	300.00
14. Travel		2,400.00	-	2,400.00	-	-	-	2,400.00	-	2,400.00
15. Occupancy		450.00	-	450.00	-	-	-	450.00	-	450.00
16. Current Expenses		-	-	-	-	-	-	-	-	-
17. Telephone		800.00	-	800.00	-	-	-	800.00	-	800.00
18. Postage		300.00	-	300.00	-	-	-	300.00	-	300.00
19. Subscriptions		-	-	-	-	-	-	-	-	-
20. Auto and Travel		450.00	-	450.00	-	-	-	450.00	-	450.00
21. Insurance		800.00	-	800.00	-	-	-	800.00	-	800.00
22. Rental Expenses		-	-	-	-	-	-	-	-	-
23. Miscellaneous (Contingency)		300.00	-	300.00	-	-	-	300.00	-	300.00
24. Software		800.00	-	800.00	-	-	-	800.00	-	800.00
25. Marketing/Communications		-	-	-	-	-	-	-	-	-
26. Staff Education and Training		750.00	-	750.00	-	-	-	750.00	-	750.00
27. Subcontract/Agreements		-	-	-	-	-	-	-	-	-
28. Other (Specify in Remarks Check)		800.00	-	800.00	-	-	-	800.00	-	800.00
29. Admin		-	0.722	0.722	-	-	-	-	0.722	0.722
TOTAL		51,017	0.722	51,739	-	-	-	51,739	0.722	51,739

Indirect At A Percent of Direct

1.2%

New Hampshire Department of Health and Human Services  
Exhibit C



**SPECIAL PROVISIONS**

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

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

Exhibit C – Special Provisions

Contractor Initials

Date

1/2  
7/24/19

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

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

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

Exhibit C - Special Provisions

Contractor Initials

Date

*JS*  
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 (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 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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7/24/19

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



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. Renewal

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

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 GRANTEEES 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

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

Exhibit E - Certification Regarding Lobbying

Vendor Initials SG

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

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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

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

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Rev. 10/2/11

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Date

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New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name:

7/24/19  
Date

*Suehen Griffin*  
Name: Suehen 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

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  
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Vendor Initials

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Date 7/24/19

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

*[Signature]*  
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

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

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.

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Date 7/24/19

## 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

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

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

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

1. The DUNS number for your entity is: 15-088-3402
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

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

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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

*JS*  
7/24/19

## 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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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

*[Signature]*  
7/24/19

**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



**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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**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

*SS*  
7/24/19

**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

*[Signature]*  
7/24/19

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$18,304,651
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual

The Lakes Region Mental Health Center, Inc.

A-S-1.2

Contractor Initials

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Date 12/30/2021

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

15.1. For individuals without sufficient health insurance or other coverage for the services they receive, which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor shall directly bill the Department to access contract funds provided through this Agreement.

15.2. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses. The amount billed to the Department shall be less client-paid rents.

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

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

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

State of New Hampshire  
Department of Health and Human Services

12/22/2021

Date

DocuSigned by:

Katja S. Fox

508D05804C83442

Name: Katja S. Fox

Title: Director

The Lakes Region Mental Health Center, Inc.

DocuSigned by:

Margaret M. Pritchard

3504E7080C85484

12/21/2021

Date

Name: Margaret M. Pritchard

Title: Chief Executive Officer

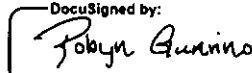


The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/22/2021

Date

DocuSigned by:  


Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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

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



**Exhibit A**

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

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



**Exhibit A**

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



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



**Exhibit A**

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

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

- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Integrative Housing Voucher Program (IHVP)
  - 2.1.29.1. The Contractor shall accept applications from individuals in need of Integrative Housing Voucher Program (IHVP) services. The Contractor shall:
    - 2.1.29.1.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IHVP applications;
    - 2.1.29.1.2. Review all IHVP applications for completeness and to ensure application requirements have been met;
    - 2.1.29.1.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IHVP; and
    - 2.1.29.1.4. Send completed applications to the Department for approval.
  - 2.1.29.2. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial approval for services.
  - 2.1.29.3. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Subsection 2.1.9. and Subsection 2.1.10.
  - 2.1.29.4. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.1.10.

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



**Exhibit A**

- 2.1.29.5. The Contractor shall provide a reasonable amount of housing unit leads for each individual enrolled in the IHVP, as agreed upon by the Department.
- 2.1.29.6. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.1.12. through Section 2.1.19.

**2.1.30. Phoenix System**

- 2.1.30.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:
- 2.1.30.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 2.1.30.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.
- 2.1.30.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
- 2.1.30.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 2.1.30.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

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



**Exhibit A**

- 2.1.30.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
- 2.1.30.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 2.1.30.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 2.1.30.3.1. All data is formatted in accordance with the file specifications;
  - 2.1.30.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 2.1.30.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 2.1.30.4. The Contractor shall meet the following data entry standards:
  - 2.1.30.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 2.1.30.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 2.1.30.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 2.1.30.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver

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



**Exhibit A**

length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.31. Staffing**

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

**2.1.32. Reporting**

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

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



**Exhibit A**

- 2.1.32.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 2.1.32.2.2. The names of individuals who have passed away, and the date of their passing.
  - 2.1.32.2.3. The date an individual signs a lease, including date of move-in.
  - 2.1.32.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
  - 2.1.32.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
    - 2.1.32.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
      - 2.1.32.3.1.1. Transportation.
      - 2.1.32.3.1.2. Substance use disorder services.
      - 2.1.32.3.1.3. Access to mental health services;
      - 2.1.32.3.1.4. Access to medical healthcare.
      - 2.1.32.3.1.5. Unit safety.
      - 2.1.32.3.1.6. Permanent housing transition;
      - 2.1.32.3.1.7. Financial hardship.
      - 2.1.32.3.1.8. Barriers experienced by the Contractor.
    - 2.1.32.3.2. Resolutions of barriers experienced by the individual and the Contractor.
    - 2.1.32.3.3. Number of individuals who received an eviction notice due to their behaviors.
  - 2.1.32.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
- 2.1.33. Performance Measures

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



**Exhibit A**

- 2.1.33.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.33.2. The performance measures will be designated to evaluate:
  - 2.1.33.2.1. Percentage of individuals receiving housing services.
  - 2.1.33.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.33.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.33.2.3.1. Individuals who have experienced homelessness;
    - 2.1.33.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.33.2.3.3. Individuals who were incarcerated; and
    - 2.1.33.2.3.4. Individuals who were admitted to NHH.
  - 2.1.33.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.33.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

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



**Exhibit A**

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



Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Integrative Housing Voucher Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct		Direct	
1. Total Salary/Wages	\$	137,977	\$	55,144	\$	60,000	\$	22,833
2. Employee Benefits	\$	34,543	\$	18,543	\$	18,000	\$	-
3. Consultants	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-
Rental	\$	2,100	\$	-	\$	-	\$	2,100
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	2,000	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-
IT	\$	400	\$	-	\$	-	\$	400
Lab	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-
Office	\$	1,085	\$	300	\$	300	\$	485
6. Travel	\$	11,500	\$	4,500	\$	2,500	\$	4,500
7. Occupancy	\$	97,894	\$	450	\$	450	\$	96,794
8. Current Expenses	\$	-	\$	-	\$	-	\$	-
Telephone/Internet	\$	4,385	\$	960	\$	960	\$	2,485
Postage	\$	774	\$	360	\$	360	\$	54
Subscriptions	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	2,850	\$	450	\$	450	\$	1,950
Insurance	\$	2,800	\$	900	\$	900	\$	1,000
Board Expenses	\$	-	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	2,500	\$	500	\$	500	\$	1,500
9. Software	\$	4,300	\$	600	\$	600	\$	3,100
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	2,500	\$	750	\$	750	\$	1,000
12. Subcontracts/Agreements	\$	35,500	\$	-	\$	-	\$	35,500
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,825	\$	1,000	\$	625	\$	-
Client Funds	\$	8,500	\$	-	\$	6,250	\$	2,250
Rental Vouchers	\$	214,500	\$	-	\$	214,500	\$	-
Staff Recruitment	\$	750	\$	-	\$	-	\$	750
Fit Up Costs	\$	129,190	\$	-	\$	-	\$	129,190
14. Admin/Indirect	\$	48,992	\$	10,015	\$	36,877	\$	-
<b>TOTAL</b>	\$	<b>744,465</b>	\$	<b>93,472</b>	\$	<b>345,122</b>	\$	<b>305,871</b>

Indirect As A Percent of Direct.

Contractor Initials

12/21/2021  
Date

Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Housing Bridge Subsidy Program Services

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Integrative Housing Voucher Program		Supported Housing 6-Bed Expansion	
	Direct		Direct		Direct		Direct	
1. Total Salary/Wages	\$	160,810	\$	55,144	\$	60,000	\$	45,666
2. Employee Benefits	\$	34,343	\$	16,543	\$	18,000	\$	-
3. Consultants	\$	-	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-	\$	-
Rental	\$	4,200	\$	-	\$	-	\$	4,200
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	2,000	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-
IT	\$	800	\$	-	\$	-	\$	800
Lab	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-
Office	\$	1,570	\$	300	\$	300	\$	870
6. Travel	\$	16,000	\$	4,500	\$	2,500	\$	9,000
7. Occupancy	\$	194,488	\$	450	\$	450	\$	193,588
8. Current Expenses	\$	-	\$	-	\$	-	\$	-
Telephone/Internet	\$	6,850	\$	960	\$	960	\$	4,930
Postage	\$	826	\$	360	\$	360	\$	108
Subscriptions	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	4,800	\$	450	\$	450	\$	3,900
Insurance	\$	3,800	\$	900	\$	900	\$	2,000
Board Expenses	\$	-	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	4,000	\$	500	\$	500	\$	3,000
9. Software	\$	7,400	\$	600	\$	600	\$	6,200
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	3,500	\$	750	\$	750	\$	2,000
12. Subcontracts/Agreements	\$	71,000	\$	-	\$	-	\$	71,000
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,625	\$	1,000	\$	625	\$	-
Client Funds	\$	10,750	\$	-	\$	8,250	\$	4,500
Rental Vouchers	\$	214,500	\$	-	\$	214,500	\$	-
Staff Recruitment	\$	1,500	\$	-	\$	-	\$	1,500
14. Admin/Indirect	\$	46,992	\$	10,015	\$	36,977	\$	-
<b>TOTAL</b>	\$	<b>791,956</b>	\$	<b>93,472</b>	\$	<b>345,122</b>	\$	<b>353,362</b>

Indirect As A Percent of Direct

Contractor Initials

Date 12/30/2021

# State of New Hampshire

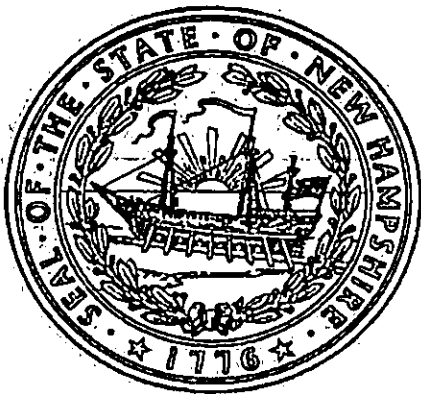
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64124

Certificate Number: 0005380007



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of June A.D. 2021.

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

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21, 2021 at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Margaret M. Pritchard, CEO (may list more than one person)  
(Name and Title of Contract Signatory)

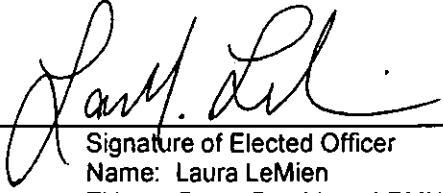
is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

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

Dated December 21, 2021



Signature of Elected Officer  
Name: Laura LeMien  
Title: Board President, LRMHC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2021

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

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

<b>PRODUCER</b> Cross Insurance-Laonia 155 Court Street  Laonia NH 03246	<b>CONTACT NAME:</b> Sarah Cullen, AINS, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>FAX (A/C, No):</b> (603) 524-3666 <b>E-MAIL ADDRESS:</b> sarah.cullen@crossagency.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ace American Insurance Company <b>INSURER B:</b> ACE Property & Casualty Ins Co <b>INSURER C:</b> New Hampshire Employers Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** **CERTIFICATE NUMBER:** CL2162461712 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			SVRD37803601011	06/26/2021	06/26/2022	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 - COM/OP AGG \$ 3,000,000 Employee Benefits Liab \$ 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			CALH08618574011	06/26/2021	06/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<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			XOOG25516540011	06/26/2021	08/26/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	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-600-4000907-2021A	06/26/2021	06/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			OGLG2551662A011	06/26/2021	06/26/2022	Each Incident 5,000,000 Aggregate 7,000,000

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

BBH contract  
 McGrath Street  
 Bridge and Bridge Subsidy contracts

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant Street  Concord NH 03301-3857	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:***

<b>R</b> espect	We conduct our business and provide services with respect and professionalism.
<b>A</b> dvocacy	We advocate for those we serve through enhanced collaborations, community relations and political actions.
<b>I</b> ntegrity	We work with integrity and transparency, setting a moral compass for the agency.
<b>S</b> tewardship	We are effective stewards of our resources for our clients and our agency's health.
<b>E</b> xcellence	We are committed to excellence in all programming and services.

*(Revised & Approved by the Board of Directors, 9/15/2015)*

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

The Lakes Region Mental Health Center, Inc.

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June 30, 2020

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**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, Brannigan + 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>
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PROPERTY AND EQUIPMENT - NET	<u>5,695,451</u>
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TOTAL ASSETS	<u>\$ 12,733,067</u>
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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>
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## 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>
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TOTAL LIABILITIES	<u>7,705,339</u>
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## NET ASSETS

Net assets without donor restrictions	<u>5,027,728</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,733,067</u>
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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>
<b>PUBLIC SUPPORT AND REVENUES</b>	
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>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>14,652,792</u>
<b>EXPENSES</b>	
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>
<b>TOTAL EXPENSES</b>	<u>14,169,249</u>
<b>INCREASE IN NET ASSETS FROM OPERATIONS</b>	<u>483,543</u>
<b>OTHER INCOME</b>	
Gain on sale of fixed asset	212,252
Investment income	<u>56,651</u>
<b>TOTAL OTHER INCOME</b>	<u>268,903</u>
<b>TOTAL INCREASE IN NET ASSETS</b>	752,446
<b>NET ASSETS, beginning</b>	<u>4,275,282</u>
<b>NET ASSETS, ending</b>	<u><b>\$ 5,027,728</b></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>
	6,125,653
Less: Current Portion	<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:

Year Ending June 30,	
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	\$ 81,102	\$ 392,488	\$ (450,460)	\$ 23,130

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/25/19	\$ 80,898
07/31/19	8,478
09/04/19	310
09/06/19	57,050
09/10/19	7,848
09/23/19	31,917
09/26/19	7,848
10/02/19	12,826
10/11/19	148
10/31/19	73,989
11/01/19	923
11/05/19	26,920
11/07/19	7,848
11/29/19	7,562
12/10/19	61,338
12/24/19	7,511
01/16/20	47,939
01/09/20	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	(178,702)
	<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	994,830
Public Support - Other:											
United Way	525	525	-	-	-	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	51,458	49,470	1,988	-	788	-	-	100	100	-	1,000
Other Public Support	101,638	69,104	32,534	6,237	5,547	250	225	50	75	20,075	75
Federal Funding:											
HUD Grant	142,876	-	142,876	-	-	-	-	43,041	99,835	-	-
Other Federal Grants	232,467	53,851	178,616	-	-	-	-	-	-	-	178,616
Rental Income	85,938	1,578	84,360	1,578	1,916	282	-	36,513	43,789	-	282
DBH & DS:											
Community Mental Health	710,331	317,991	392,340	5,294	67,876	225,000	94,170	-	-	-	-
DCYF	148	-	148	148	-	-	-	-	-	-	-
Interest Income	408	408	-	-	-	-	-	-	-	-	-
Other Revenues	491,970	255,860	236,110	4,194	52,531	85	58	2,761	8,307	405	167,769
	14,652,792	748,787	13,904,005	3,460,536	7,079,054	912,799	546,966	82,465	152,106	327,732	1,342,347
Administration	-	(748,787)	748,787	186,365	381,236	49,158	29,456	4,441	8,191	17,649	72,291
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 14,652,792	\$ -	\$ 14,652,792	\$ 3,646,901	\$ 7,460,290	\$ 961,957	\$ 576,422	\$ 86,906	\$ 160,297	\$ 345,381	\$ 1,414,638

The Lakes Region Mental Health Center, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2020

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non-BBH Funded Programs
								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	\$ 746,757	\$ 173,490	\$ 196,451	\$ 819,897
Employee benefits	1,863,183	125,387	1,737,796	405,044	884,543	127,202	130,730	43,584	43,532	62,508
Payroll Taxes	643,133	64,941	578,192	119,250	253,350	52,980	54,890	12,594	14,335	22,795
Substitute Staff	168,153	126	168,027	502	66,739	18,168	22,617	42	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	49,579
Staff Devel. & Training:										
Journals & publications	1,909	118	1,791	346	1,132	98	81	19	29	51
In-Service training	4,574	2,509	2,065	485	1,021	186	167	38	56	56
Conferences & conventions	55,776	10,894	44,882	6,471	29,853	2,112	2,234	928	993	1,684
Other staff development	32,163	3,242	28,921	3,315	18,952	(168)	4,721	274	312	646
Occupancy costs:										
Rent	90,408	3,925	86,483	35,708	37,330	812	722	180	271	8,071
Mortgage (Interest)	126,857	27,617	99,240	38,593	48,863	6,962	-	-	-	6,802
Heating Costs	27,217	2,807	24,410	4,974	5,728	484	102	6,491	5,186	1,014
Other Utilities	72,355	10,403	61,952	14,732	16,616	1,570	-	11,793	13,078	552
Maintenance & repairs	171,745	38,018	133,727	43,441	50,616	7,088	1,024	13,008	10,020	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
Building/household	35,152	14,846	20,306	4,359	7,139	1,449	1,180	699	4,413	602
Medical	17,686	5,814	11,875	288	2,387	101	90	22	33	8,941
Other	146,645	8,579	138,066	35,186	61,324	13,237	11,786	2,904	4,356	4,357
Depreciation-Equipment	96,093	3,595	92,498	21,366	41,093	9,782	9,220	2,305	3,292	2,311
Depreciation-Building	206,734	49,428	157,306	45,533	55,194	8,051	-	13,690	26,641	42
Equipment rental	32,736	6,377	26,359	8,659	12,145	2,144	1,014	254	380	1,383
Equipment maintenance	18,408	1,079	17,329	4,262	7,176	1,406	1,880	318	603	557
Advertising	92,537	2,851	89,686	11,537	20,104	4,267	3,611	952	1,428	46,129
Printing	1,972	1,002	70	-	70	-	-	-	-	-
Telephone/communications	273,070	35,923	237,147	71,527	90,970	12,050	25,171	10,968	2,400	10,899
Postage/shipping	14,529	1,112	13,417	3,642	5,974	1,166	1,037	250	389	512
Transportation:										
Staff	194,483	2,610	191,873	41,927	107,327	33,425	1,630	1,483	1,575	3,234
Clients	13,111	-	13,111	-	13,111	-	-	-	-	-
Assist to Individuals:										
Client services	26,243	-	26,243	10,261	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
Vehicles	5,271	-	5,271	355	4,507	136	123	27	41	41
Comp. Property/ liability	34,767	9,755	25,012	7,080	10,012	1,717	1,164	1,567	1,678	1,145
Membership Dues	36,807	1,088	35,719	30	53	11	10	3	4	35,804
Other Expenditures	204,207	184,247	19,960	3,830	6,666	1,390	1,236	3,550	2,165	655
	14,169,249	1,534,609	12,634,640	2,545,507	5,543,532	1,108,969	1,031,771	374,400	407,501	429,230
Admin. Allocation	-	(1,534,609)	1,534,609	309,178	673,320	134,965	125,319	45,475	49,495	52,135
TOTAL PROGRAM EXPENSES	\$ 14,169,249	\$ -	\$ 14,169,249	\$ 2,854,685	\$ 6,216,852	\$ 1,243,934	\$ 1,157,090	\$ 419,875	\$ 456,996	\$ 481,365
										\$ 1,338,732



## **Lakes Region Mental Health Center**

### **Board of Directors Listing June, 2021**

<b>POSITON</b>	<b>NAME</b>
President	Gail Mears
Vice President	Peter J. Minkow
Co-Treasurer	Matthew Soza
Co-Treasurer	Marsha Bourdon
Secretary	Laura LeMein
Member-At-Large	William Bolton
Member-At-Large	Marlin Collingwood
Member-At-Large	Ed McFarland
Member-At-Large	Seifu Ragassa
Member-At-Large	James Stapp
Member-At-Large	Susan Stearns
Member-At-Large	Rev. Judith Wright

**Respect**

**Advocacy**

**Integrity**

**Stewardship**

**Excellence**

40 Beacon Street East, Laconia, NH 03246 \* Tel 603-524-1100 \* Fax 603-528-0760 \* [www.lrmhc.org](http://www.lrmhc.org)

## **Alison K. O'Neill, MS, LCMHC**

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### **State of New Hampshire Licensed Clinical Mental Health Counselor, License #795**

#### **Professional Experience:**

##### **Lakes Region Mental Health Services, Laconia NH**

##### ***Director, Long Term Services and Supports, October 2019 to Current***

- Oversee and manage four programs:
  - Bridge & Integrated Program, state funded program providing Bridge and Integrated housing vouchers, this team provides support to patients in finding housing, and follow the patient for up to a year after obtaining stable housing. The Integrated Program supports individuals who are recently released from prison finding housing in the entire state of NH.
  - Housing Program, two residential housing units that house 24 residents/patients, this team supports patients with their ADL's, providing case management, and functional support services.
  - Nursing Program, provides nursing services to all the adult patients within the agency, The Nursing Program is the Liaison for our on-site PCP/Integrated Health and our onsite pharmacy for the entire agency.
  - Older Adult and Neurocognitive Program, is a multidisciplinary team providing services to adults with a mental health diagnosis and either a developmental disability, traumatic brain injury or cognitive decline.
- Provide regular supervision with a clinical and administrative focus for the managers of the four programs and for any master level staff within the four programs. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions, assisting in the hiring decision and am responsible for the in program training of new staff/team members.

##### ***Clinical Coordinator, Neurocognitive Program, September 2015 to October 2019***

- Oversee an interdisciplinary team that provides services to patients admitted to the Neurocognitive program, which provides services to patients with a mental health diagnosis and a developmental or intellectual disability, or a traumatic brain injury, or cognitive decline. Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions and assisting in the hiring decision.
- Provide regular supervision with a clinical and administrative focus for bachelor and master level staff. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Participate in several agency committees such as; Training Committee, Employee Committee, Documentation Ad Hoc Committee. Participate and collaborate with outside agencies, such as; Lakes Region Community Services, START (including Committee, training) NH Elders Meeting.
- Respond to crisis situations as needed. Complete adult assessments. Provide individual and group therapy. Participate in DBT Consult Group. Facilitate Therapist Consult Group.
- Create and facilitate trainings on our electronic medical record (Essentia) and Dialectical Behavioral Therapy.
- Working collaboratively to create a Peer Support Program. Provide group supervision for Peer Support Specialist.

##### **New England College, Henniker NH**

##### ***Adjunct Professor, Masters Level Clinical Mental Health Program, August 2016 to current***

- Clinical Counseling Theories
- Clinical Counseling Techniques

##### **Alison K. O'Neill, MS, LCMHC, PLLC, Private Practice, Concord, NH**

##### ***Licensed Clinical Mental Health Counselor, January 2013 to October 2015***

- Worked with children, adolescents, adults, parents, families, and couples, providing individual, couples, and family therapy, writing psychosocial assessments, treatment plans, and progress notes on all clients.
- Responsible for all aspects of the business management i.e. credentialing, insurance contracting and invoicing, accounts payable, accounts receivable, collections, referrals and any other communications. Responsibilities noted below.

##### **Northbridge Counseling, Bedford and Concord, NH**

##### ***Licensed Clinical Mental Health Counselor, June 2012 to March 2013***

- Worked with children, adolescents, and adults, providing individual, couples, and family therapy, as well as seeing clients through their employer EAP using Solution Focused Therapy, writing psychosocial assessments, treatment plans and progress notes on all clients.

**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

## **Celyne M. Godbout**



### **SUMMARY**

Creative, motivated, organized and well spoken, recent advanced degree graduate, with leadership skills, training experience and 5 years of clinical experience, seeking a role to as a leader in the field of Human Services.

### **TECHNICAL SUMMARY**

MS Office Suite (Word, Excel, PowerPoint), Essentia (EMR)

### **EDUCATION**

#### **Walden University**

*Ph.D. Human Services* - May 2021

#### **Walden University**

*M.S. Psychology* - April 2021

GPA - 4.0

#### **Southern NH University**

*Bachelors of Psychology* - July 2017

GPA - 3.5

### **EXPERIENCE**

#### **Lakes Region Mental Health, Laconia NH**

**2016 - Present**

*Coordinator of Long Term Supports & Services*, May 2021- Present

Supervise team of 2 housing specialist, housing manager and permanent supportive housing residential program.

Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Ensure HUD compliance with residential program and funding.
- New Employee Training – Housing Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria.
- Review, modify, and implement Housing Bridge Program, PSH & Integrative program policies and procedures.
- Monitor and evaluate program quality on behalf of LRMHC.
- Prepare presentations and provide technical assistance on program to all LRMHC staff.
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained.
- Ensure positive outcomes for bridge, integrative clients and permanent supportive housing residents.

*Program Manager Integrative & Bridge*, Oct 2019 – May 2021

Supervise team of 2 housing specialists. Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Schedule and conduct training for CM101, and introductory Case Management training for new hires to cover Ethics, Billing Codes, Boundaries and Hipaa Regulations.
- New Employee Training – Bridge Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria.
- Review, modify, and implement Housing Bridge Program policies and procedures.
- Monitor and evaluate program quality on behalf of LRMHC.
- Prepare presentations and provide technical assistance on program to all LRMHC staff.
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained.
- Ensure positive outcomes for bridge & integrative clients.

*Emergency Services Support*, Sept 2019- April 2021

Support clinicians in the emergency department with clinical assessments and paperwork. Provide clinical updates to physicians, nurses and inpatient units regarding patient cases.

- Complete insurance authorization for patients seeking inpatient treatment.
- Evaluate clinical paperwork and ensure completeness.

**Case Management Program and Representative Payee Program Facilitator**, June 2018 - Oct 2019

Supervised community case managers in their clinical roles. Supervised Peer Support Staff in their roles within the clinical teams. Evaluated and monitored caseloads, and assigned cases as needed.

- Reviewed and evaluated the staff paperwork and deadlines.
- Approved payroll, managed scheduling.
- Coordinated and developed effective case planning for clients and families, ensuring quality standards were met
- Involved in the hiring and onboarding of new staff.
- Researched appropriate program resources to ensure client needs were met.
- Managed Representative Payee Program accounts for clients, ensuring appropriate budgeting and benefits were maintained.

**Community Support Program Case Manager**, June 2016 - June 2018

Supported and monitored adults with mental illness in the community and in their homes.

- Researched individualized resources and programs for clients based on assessed need.
- Monitored medication, prescriber/nursing services and provided resources.
- Researched and evaluated benefit program eligibility based on client's needs.
- Assessed and enacted safety planning and community based crisis intervention.

**Elliot Hospital**

**Jan 2014 - Jan 2015**

**Licensed Nursing Assistant**

Assisted patients with ADL's. Built a relaxing environment for resident and family members

- Assisted Nurses with care of patients.
- Monitor vital signs, and record efficiently in EMR.
- Float staff, experience working on specialized units such as Intensive Care, Maternity, and the Emergency Department.

**VOLUNTEER WORK**

**CASA Advocate** – Central NH Region, March 2021- Present

**Member – NH Disaster Behavioral Health Response Team** – Central NH Region, March 2021 - Present

**REFERENCES**

Furnished Upon Request





KORI CONROY-  
HEFLER



## PROFESSIONAL SUMMARY

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Hardworking and reliable, focused on going above and beyond to support team and serve customers. Trained in supporting and offering top-notch counseling abilities. Motivated to continue to learn and grow as a Mental Health professional.

## SKILLS

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- Residential support
- Team support
- Generate reports
- Problem-solving
- Account management support
- Direct operations
- Motivation
- Verbal communication

## EXPERIENCE

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**Housing Manager, Lakes Region Mental Health Center, Feb 2021 - Current, Laconia, NH**

- Researched and analyzed member needs to determine program goals, offerings, and areas in need of improvement.
- Explained participant eligibility, program requirements, and program benefits to potential clients.
- Implemented improved training programs for staff and volunteers.
- Enforced residential rules to protect patients and maintain readiness for different types of emergencies.
- Maintained and managed residents' medication for short- and long-term treatment requirements.

**Residential Therapeutic Support Specialist, Lakes Region Mental Health Center, Jan 2020 - Feb 2021, Laconia, NH**

- Helped clients follow treatment plans by setting up appointments, arranging transportation, and offering personalized support.
- Counseled patients alone and with groups to assist through difficult times and improve coping with mental health, medical, or substance abuse issues.
- Coordinated timely meal preparation, cleaning, and other housekeeping requirements.
- Enforced residential rules to protect patients and maintain readiness for different types of emergencies.
- Assisted clients with planning budgets, meeting daily objectives and attending important appointments.
- Worked with clients to identify their specific issues potential support options.

**Support Staff, Lakes Region Mental Health Center, Jul 2016 - Jan 2020, Laconia, NH**

- Handled administrative functions, including filing, typing, copying, and faxing.
- Answered phones, greeted visitors, and answered basic visitor questions.
- Operated office machinery, including photocopiers, scanners, and telephone systems.
- Conducted research, assembled and analyzed data, and submitted reports and documents.

## EDUCATION

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High School Diploma

Jun 2011

**Inter-Lakes High School** - Meredith, NH

Currently Attending

**Southern New Hampshire University** - Online.

**CONTRACTOR NAME**

The Lakes Region Mental Health Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alison O'Neill	Director, Long Term Services	\$76,800	10%	\$7,680
Celyne Godbout	Coordinator, LTSS	\$57,000	10%	\$5,700
Kori Conroy Hefler	Housing Facilitator	\$46,000	30%	\$13,800

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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

***DIVISION FOR BEHAVIORAL HEALTH***

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

June 18, 2021

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

**REQUESTED ACTION**

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

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

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$161,533	Total Current Shared Price Limitation \$7,288,875	\$ 7,450,508	\$ 93,472	Total shared Price Limitation \$ 4,486,300	\$12,030,280
West Central Services, Inc. (d/b/a West Central)	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	\$506,655		\$ 7,795,630	\$ 438,594		\$12,720,524
Riverbend Community Mental Health Center, Inc.	\$408,605		\$ 7,697,580	\$ 266,477		\$12,450,357
Monadnock Family Services	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Community Council of Nashua, N.H.	\$416,612		\$ 7,705,587	\$ 267,100		\$12,458,987

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

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

See attached fiscal details.

#### **EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner

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

**06-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

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

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

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

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

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

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

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

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

**Monadnock Family Services (Vendor Code 177610-B005)**

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

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

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

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

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

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155**

**Funding Amount Shared by Vendors as follows:**

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,875	\$0	\$2,802,875
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total      \$9,998,650      \$6,285,780      \$16,284,430**



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

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc., d/b/a Genesis, ("the Contractor").

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,720,524
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-4, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

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

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

6/16/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

The Lakes Region Mental Health Center, Inc.,  
d/b/a Genesis Behavioral Health

6/15/2021

Date

DocuSigned by:

Margaret M. Pritchard

Name: Margaret M. Pritchard

Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

Date

DocuSigned by:



Name: Catherine M. Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

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



**Exhibit A**

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

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



**Exhibit A**

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

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



**Exhibit A**

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

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



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



**Exhibit A**

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

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

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

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

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

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

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

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

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**New Hampshire Department of Health and Human Services  
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**Exhibit A**

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Integrative Housing Voucher Program (IHVP)**

- 3.1. The Contractor shall accept applications from individuals in need of Integrative Housing Voucher Program (IVHP) services. The Contractor shall:
  - 3.1.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IVHP applications;
  - 3.1.2. Review all IVHP applications for completeness and to ensure application requirements have been met;
  - 3.1.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IVHP; and
  - 3.1.4. Send completed applications to the Department for approval.
- 3.2. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services in addition to finalizing individualized housing plans within 30 days from the receipt of the initial referral for services.
- 3.3. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Section 2.5 and Section 2.6.
- 3.4. The Contractor shall initiate IHVP individual housing services within 15 days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.6.
- 3.5. The Contractor shall provide a reasonable amount of housing unit leads for individuals enrolled in the IVHP, as agreed upon by the Department.
- 3.6. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.8 through Section 2.15.

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**Exhibit A**

**4. Phoenix System**

4.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

4.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

4.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

4.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

4.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

4.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

4.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

4.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

4.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

4.3.1. All data is formatted in accordance with the file specifications;

4.3.2. No records will reject due to illegal characters or invalid formatting; and

4.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

4.4. The Contractor shall meet the following data entry standards:

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 4.4.1. **Timeliness:** monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
- 4.4.2. **Completeness:** submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
- 4.4.3. **Accuracy:** submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 4.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**5. Staffing**

- 5.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 5.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 5.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**6. Reporting**

- 6.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 6.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

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Housing Bridge Subsidy Program Services**



**Exhibit A**

- 6.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
- 6.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 6.2. The Contractor shall notify the Department, in writing, each month of:
  - 6.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 6.2.2. The names of individuals who have passed away, and the date of their passing.
  - 6.2.3. The date an individual signs a lease, including date of move-in.
  - 6.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 6.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 6.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 6.3.1.1. Transportation.
    - 6.3.1.2. Substance use disorder services.
    - 6.3.1.3. Access to mental health services;
    - 6.3.1.4. Access to medical healthcare.
    - 6.3.1.5. Unit safety.
    - 6.3.1.6. Permanent housing transition;
    - 6.3.1.7. Financial hardship.
  - 6.3.2. Barriers experienced by the Contractor.
  - 6.3.3. Resolutions of barriers experienced by the individual and the Contractor.
  - 6.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 6.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**7. Performance Measures**

- 7.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 7.2. The performance measures will be designated to evaluate:
  - 7.2.1. Percentage of individuals receiving housing services.
  - 7.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 7.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 7.2.3.1. Individuals who have experienced homelessness;
    - 7.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 7.2.3.3. Individuals who were incarcerated; and
    - 7.2.3.4. Individuals who were admitted to NHH.
  - 7.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 7.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.



Exhibit B-3 Budget  
Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: The Lakes Region Mental Health Center, Inc. 680's Geneva											
Budget Request for: Housing Bridge Subsidy Program Services											
Budget Period: 9 PY32 July 1, 2021 - June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS/US Covered share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/Wages	\$5,144	-	\$5,144	-	-	-	\$5,144	-	-	\$5,144	
2. Employee Benefits	16,843	-	16,843	-	-	-	16,843	-	-	16,843	
3. Consultants	-	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	-	
5. Travel	-	-	-	-	-	-	-	-	-	-	
6. Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	
7. Purchase/Depreciation	1,800	-	1,800	-	-	-	1,800	-	-	1,800	
8. Supplies	-	-	-	-	-	-	-	-	-	-	
9. Educational	-	-	-	-	-	-	-	-	-	-	
10. Life	-	-	-	-	-	-	-	-	-	-	
11. Pharmacy	-	-	-	-	-	-	-	-	-	-	
12. Medical	-	-	-	-	-	-	-	-	-	-	
13. Office	300	-	300	-	-	-	300	-	-	300	
14. Travel	4,350	-	4,350	-	-	-	4,350	-	-	4,350	
15. Community	430	-	430	-	-	-	430	-	-	430	
16. Current Expenses	-	-	-	-	-	-	-	-	-	-	
17. Telephone	300	-	300	-	-	-	300	-	-	300	
18. Personnel	300	-	300	-	-	-	300	-	-	300	
19. Miscellaneous	-	-	-	-	-	-	-	-	-	-	
20. Audit and Legal	430	-	430	-	-	-	430	-	-	430	
21. Insurance	800	-	800	-	-	-	800	-	-	800	
22. Bond Expenses	-	-	-	-	-	-	-	-	-	-	
23. Miscellaneous (Contingency)	300	-	300	-	-	-	300	-	-	300	
24. Software	600	-	600	-	-	-	600	-	-	600	
25. Marketing/Communications	-	-	-	-	-	-	-	-	-	-	
26. Staff Education and Training	730	-	730	-	-	-	730	-	-	730	
27. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-	
28. Other (Specify details in narrative)	-	-	-	-	-	-	-	-	-	-	
29. Current Record Charge	1,800	-	1,800	-	-	-	1,800	-	-	1,800	
30. Client Funds	-	-	-	-	-	-	-	-	-	-	
31. Rental Voucher	-	-	-	-	-	-	-	-	-	-	
32. Admin	16,815	-	16,815	-	-	-	16,815	-	-	16,815	
TOTAL	53,472	-	53,472	-	-	-	53,472	-	-	53,472	

Indirect As A Percent of Direct

0.0%

Exhibit B-4 Budget  
Amendment #2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: The Lakes Region Mental Health Center, Inc. 69th General											
Budget Request for: Integrative Housing Voucher Program											
Budget Period: 8/1/21 July 1, 2021 - June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct Contract Share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/Wages	\$0,000	-	\$0,000	-	-	-	\$0,000	-	\$0,000	\$0,000	\$0,000
2. Employee Benefits	18,000	-	18,000	-	-	-	18,000	-	18,000	18,000	18,000
3. Consultants	-	-	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-	-	-
5. Office:	-	-	-	-	-	-	-	-	-	-	-
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-	-	-
7. Purchased Supplies	1,000	-	1,000	-	-	-	1,000	-	1,000	1,000	1,000
8. Supplies:	-	-	-	-	-	-	-	-	-	-	-
9. Educational:	-	-	-	-	-	-	-	-	-	-	-
10. Life:	-	-	-	-	-	-	-	-	-	-	-
11. Pharmacy:	-	-	-	-	-	-	-	-	-	-	-
12. Medical:	-	-	-	-	-	-	-	-	-	-	-
13. Office:	300	-	300	-	-	-	300	-	300	300	300
14. Travel:	2,500	-	2,500	-	-	-	2,500	-	2,500	2,500	2,500
15. Outpatient:	450	-	450	-	-	-	450	-	450	450	450
16. Capital Equipment:	-	-	-	-	-	-	-	-	-	-	-
17. Telephone:	800	-	800	-	-	-	800	-	800	800	800
18. Postage:	300	-	300	-	-	-	300	-	300	300	300
19. Subscriptions:	-	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal:	450	-	450	-	-	-	450	-	450	450	450
21. Insurance:	900	-	900	-	-	-	900	-	900	900	900
22. Board Expenses:	-	-	-	-	-	-	-	-	-	-	-
23. Miscellaneous (Contingency):	300	-	300	-	-	-	300	-	300	300	300
24. Referrals:	800	-	800	-	-	-	800	-	800	800	800
25. Marketing/Communications:	-	-	-	-	-	-	-	-	-	-	-
26. Staff Education and Training:	750	-	750	-	-	-	750	-	750	750	750
27. Subscriptions/Agreements:	-	-	-	-	-	-	-	-	-	-	-
28. Other (Specify below mandatory):	-	-	-	-	-	-	-	-	-	-	-
29. Charitable Related Checks:	525	-	525	-	-	-	525	-	525	525	525
30. Grant Funds:	214,808	-	214,808	-	-	-	214,808	-	214,808	214,808	214,808
31. Rental Voucher:	36,977	-	36,977	-	-	-	36,977	-	36,977	36,977	36,977
32. Admin:	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>348,127</b>	<b>-</b>	<b>348,127</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>348,127</b>	<b>-</b>	<b>348,127</b>	<b>348,127</b>	<b>348,127</b>

Indirect As A Percent of Direct

0.0%

NOV 04 '20 11:12 RCVD

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Lori A. Shibanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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 \$8,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
West Central Services d/b/a West Central Behavioral Health	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	\$158,800		\$6,678,775	\$347,855			\$7,795,630
Riverbend Community Mental Health, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$8,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,988,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

#### EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shibinette".

Lori A. Shibinette

Commissioner

## FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## West Central Services DBA West Central Behavioral Health (Vendor Code 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$347,855	\$438,594
Sub-total				\$158,800	\$347,855	\$506,655

## Riverbend Community Mental Health, Inc. (Vendor Code 177182-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$408,605

## Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$199,340	\$67,780	\$267,100
Sub-total				\$348,852	\$67,780	\$416,632

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$408,605

**Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Community Partners of Stafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Total Family Support Services**      **\$2,123,704**      **\$585,971**      **\$2,709,675**

Funding Amount Shared by Vendors as follows:

**03-05-02-022010-4117 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	\$789,000	\$4,486,300
Sub-total				\$6,519,975	\$789,000	\$7,288,975

**Grand Total**      **\$8,643,679**      **\$1,354,971**      **\$9,998,650**



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1<sup>st</sup> Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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 <sup>03</sup> 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 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**

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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire  
Department of Health and Human Services

10/16/2020

Date

DecuSigned by:

*Katja Fox*

ED0003501C83442

Name: Katja Fox

Title: director

The Lakes Region Mental Health Center, Inc.

10/13/2020

Date

DecuSigned by:

*Margaret Pritchard*

30167718C4344

Name: Margaret Pritchard

Title: chief Executive Officer

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

10/19/2020

Date

Designated by:  
A handwritten signature in black ink, appearing to read "C. Pinos".

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:  
Title:



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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services											
Contractor name: The Lakes Region Mental Health Center, Inc. DBA Concordia Behavioral Health Budget Request for: Housing Bridge Subsidy Program Services Budget Period: BPT21 (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 Salaries/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144.00	\$ -	\$ -	\$ 55,144.00	
2. Employee Benefits	\$ 18,543.00	\$ -	\$ 18,543.00	\$ -	\$ -	\$ -	\$ 18,543.00	\$ -	\$ -	\$ 18,543.00	
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	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00	
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00	
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Miscellaneous (Contingency)	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	
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. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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	
<b>TOTAL</b>	<b>\$ 83,457.00</b>	<b>\$ 10,015.00</b>	<b>\$ 93,472.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,457.00</b>	<b>\$ 10,015.00</b>	<b>\$ 93,472.00</b>		
Indirect As A Percent of Direct											

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Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services										
Contractor name: The Lakes Region Mental Health Center, Inc.										
DBA: Community Services of Health										
Budget Request for: Integrative Housing Voucher Program										
Budget Period: 8/1/19 (July 1, 2019 - June 30, 2021)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -	\$ -	\$ -	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00
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	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
Postage	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ -	\$ 350.00
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
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. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ -	\$ 875.00
Clergy Funds	\$ 4,250.00	\$ -	\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00	\$ -	\$ -	\$ 4,250.00
Rental Vouchers	\$ 214,500.00	\$ -	\$ 214,500.00	\$ -	\$ -	\$ -	\$ 214,500.00	\$ -	\$ -	\$ 214,500.00
14. Admin	\$ -	\$ 34,877.00	\$ 34,877.00	\$ -	\$ -	\$ -	\$ -	\$ 34,877.00	\$ -	\$ 34,877.00
<b>TOTAL</b>	<b>\$ 344,145.00</b>	<b>\$ 34,877.00</b>	<b>\$ 379,022.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 344,145.00</b>	<b>\$ 34,877.00</b>	<b>\$ 379,022.00</b>	

Indirect As A Percent of Direct



Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021, 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 2 of 4

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

#### EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 3 of 4

housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule H&M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individual is placed on the Housing Choice Voucher wait list to when the individual is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2-3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is \$715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 4 of 4

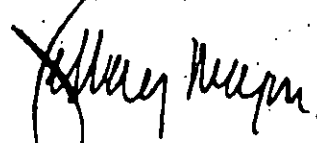
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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 177854-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
		Subtotal		\$331,626

## Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
		Subtotal		\$348,852

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
		Subtotal		\$331,626

## Financial Details

## Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800
Total Family Support Services				\$2,123,704

## Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
		Subtotal		\$6,519,975



FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-03)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
<i>Margaret H. Pritchard</i>		1.12 Name and Title of Contractor Signatory <i>Margaret H. Pritchard - Chief Executive Officer</i>	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Baker</i> On <i>July 31, 2019</i> , 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 <i>[Seal] Dawn H. LaCroix</i> DAWN H. LACROIX Notary Public - New Hampshire My Commission Expires March 22, 2022			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Dawn H. LaCroix, Notary</i>			
1.14 State Agency Signature <i>Kate S Fox</i> Date: <i>8/2/19</i>		1.15 Name and Title of State Agency Signatory <i>Kate S Fox, Director</i>	
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: <i>8/9/2019</i>			
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.

*[Signature]*  
7/8/19

**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.

The Lakes Region Mental Health Center, Inc.

Exhibit A

Contractor Initials

Date

SS-2020-DBH-01-HOUSE-03

Page 3 of 7

*[Handwritten Signature]*  
7/31/19

**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.

*mp*  
7/3/19

**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.

*[Handwritten Signature]*  
7/3/19

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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7/31/19



**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 (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

*MD*  
*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](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.





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 7/31/19



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

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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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 13186, 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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7/31/19

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.

*[Signature]*  
7/31/19

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Lakes Region Mental Health Center, Inc.

7/31/19  
Date

Margaret M. Fitchard  
Name: Margaret M. Fitchard  
Title: Chief Executive Officer

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.

2/31/19  
Date

*Margaret M. Pritchard*  
Name: Margaret M. Pritchard  
Title: Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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

*WJ*  
2/21/19

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19  
Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: Chief Executive Officer

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 6108-07), 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

*[Signature]*  
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 Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

8/27/14  
Rev. 10/21/14

Page 2 of 2

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. Fitchard*  
Name: *Margaret M. Fitchard*  
Title: *Chief Executive Officer*

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

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

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Vendor Initials

7/21/19



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 164.528.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Vendor Initials

*[Signature]*  
Date 3/31/19

## 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

*mf*  
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

Katja S Fox  
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

Margaret M. Pritchard  
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

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.

1. The DUNS number for your entity is: 101410652
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**

**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.).

*[Handwritten Signature]*  
7/31/19

**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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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/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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7/31/19

**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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*7/31/19*

**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:**

DHHSInformationSecurityOfficer@dhhs.nh.gov

*nd*  
7/31/19

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$16,895,566
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual

expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.

15.1. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation. The amount billed to the Department shall be less client-paid rents.

8. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/20/2021

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Monadnock Family Services

12/20/2021

Date

DocuSigned by:

Philip Wyzik

Name: Philip Wyzik

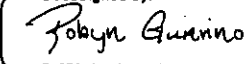
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/20/2021

Date

DocuSigned by:  
  
748734844941460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

2.1.12. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

2.1.12.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.1.12.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

2.1.12.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.13. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glendcliff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.1.16. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.18.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.1.21. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.1.22. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.1.23. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.1.25.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and
  - 2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Phoenix System
  - 2.1.29.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:
    - 2.1.29.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
    - 2.1.29.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.
  - 2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
    - 2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
    - 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
    - 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

2.1.29.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

2.1.29.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

2.1.29.3.1. All data is formatted in accordance with the file specifications;

2.1.29.3.2. No records will reject due to illegal characters or invalid formatting; and

2.1.29.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.29.4. The Contractor shall meet the following data entry standards:

2.1.29.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

2.1.29.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

2.1.29.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.29.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.30. Staffing**

2.1.30.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

2.1.30.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

2.1.31.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

2.1.31.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

2.1.31.2. The Contractor shall notify the Department, in writing, each month of:

2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
  - 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
  - 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
  - 2.1.31.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
    - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
      - 2.1.31.3.1.1. Transportation.
      - 2.1.31.3.1.2. Substance use disorder services.
      - 2.1.31.3.1.3. Access to mental health services;
      - 2.1.31.3.1.4. Access to medical healthcare.
      - 2.1.31.3.1.5. Unit safety.
      - 2.1.31.3.1.6. Permanent housing transition;
      - 2.1.31.3.1.7. Financial hardship.
      - 2.1.31.3.1.8. Barriers experienced by the Contractor.
    - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
    - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
  - 2.1.31.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
- 2.1.32. Performance Measures

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.32.2. The performance measures will be designated to evaluate:
  - 2.1.32.2.1. Percentage of individuals receiving housing services.
  - 2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.32.2.3.1. Individuals who have experienced homelessness;
    - 2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.32.2.3.3. Individuals who were incarcerated; and
    - 2.1.32.2.3.4. Individuals who were admitted to NHH.
  - 2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

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- 2.2.3.1. Client contributions for clothing, food, and housing.
- 2.2.3.2. Services to be provided, including specialty services.
- 2.2.3.3. Priority populations to be served.
- 2.2.3.4. Referrals and evaluations.
- 2.2.3.5. Admissions, transfers, and discharges.
- 2.2.3.6. Emergency response plan.
- 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.



Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 8-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	\$ 61,043	\$ 55,144	\$ 5,899
2. Employee Benefits	\$ 18,313	\$ 18,543	\$ 1,770
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000	\$ 1,000	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 300	\$ 300	\$ -
6. Travel	\$ 4,500	\$ 4,500	\$ -
7. Occupancy	\$ 450	\$ 450	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 960	\$ 960	\$ -
Postage	\$ 360	\$ 360	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ 450	\$ -
Insurance	\$ 900	\$ 900	\$ -
Board Expenses	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500	\$ 500	\$ -
9. Software	\$ 600	\$ 600	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750	\$ 750	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ 1,000	\$ -
Client Funds	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -
Utilities and unit cleaning	\$ 10,207	\$ -	\$ 10,207
14. Admin/Indirect	\$ 15,060	\$ 10,015	\$ 5,046
15. Fit Up One Time Expenses	\$ 216,750	\$ -	\$ 216,750
TOTAL	\$ 333,143	\$ 83,472	\$ 239,671

Indirect As A Percent of Direct

Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services


Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 6-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	\$ 66,941	\$ 55,144	\$ 11,797
2. Employee Benefits	\$ 20,083	\$ 16,543	\$ 3,540
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000	\$ 1,000	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 300	\$ 300	\$ -
6. Travel	\$ 4,500	\$ 4,500	\$ -
7. Occupancy	\$ 20,820	\$ 450	\$ 20,370
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 960	\$ 960	\$ -
Postage	\$ 360	\$ 360	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ 450	\$ -
Insurance	\$ 900	\$ 900	\$ -
Board Expenses	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500	\$ 500	\$ -
9. Software	\$ 600	\$ 600	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750	\$ 750	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,045	\$ 1,000	\$ 45
Client Funds	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -
14. Admin/Indirect	\$ 20,108	\$ 10,015	\$ 10,091
<b>TOTAL</b>	<b>\$ 139,315</b>	<b>\$ 93,472</b>	<b>\$ 45,843</b>

Indirect As A Percent of Direct

Monadnock Family Services  
SS-2020-DBH-01-HOUSE-05-A03  
Exhibit B-4, Amendment #3  
Page 1 of 1

Contractor Initials 

Date 12/20/2021

# State of New Hampshire

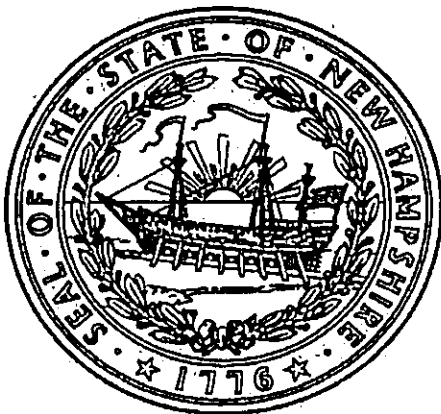
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0005337887



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Sharman Howe, hereby certify that  
(Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 7, 2021, 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: December 7, 2021

Sharman Howe  
Signature of Elected Officer

Name: Sharman Howe

Title: Assistant Secretary  
Monadnock Family Services  
Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of New Hampshire 309 Daniel Webster Highway  Merrimack NH 03054	<b>CONTACT NAME:</b> Patricia LeBlanc <b>PHONE (A/C, No, Ext):</b> (603) 424-9901 <b>FAX (A/C, No):</b> (866) 848-1223 <b>E-MAIL ADDRESS:</b> pleblanc@bbnhins.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>NAIC #</b> 18058 <b>INSURER B:</b> Technology Insurance Company, Inc. <b>42376</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Monadnock Family Services 64 Main Street Suite 210 Keene NH 03431	

**COVERAGES**
**CERTIFICATE NUMBER:** 21-22

**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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2320298	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPROP 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2320301	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
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			PHUB783594	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4008885	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 3A State NH
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK2320298	09/01/2021	09/01/2022	Each Incident \$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)

Cyber coverage Limit \$1,000,000, \$5,000 deductible

**CERTIFICATE HOLDER**
**CANCELLATION**

State of New Hampshire Department of Health and Human Services  
129 Pleasant Street

Concord

NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Julie Bernier*



## Our Mission:

*Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.*

## Our Vision:

*We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.*

## Our Service Standard:

*All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.*

# *Financial Statements*

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## **MONADNOCK FAMILY SERVICES, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2020 AND 2019  
AND  
INDEPENDENT AUDITORS' REPORT**

***Leone,  
McDonnell  
& Roberts***  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

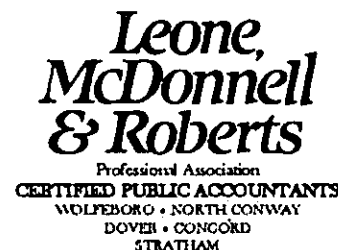
**MONADNOCK FAMILY SERVICES, INC.**

**JUNE 30, 2020 AND 2019**

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To the Board of Directors of  
Monadnock Family Services, Inc.  
Keenë, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020 and 2019, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2020.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Monadnock Family Services, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 31, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leanne McDowell & Roberts,  
Professional Association*

Wolfeboro, New Hampshire  
October 14, 2020

**MONADNOCK FAMILY SERVICES, INC.****STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2020 AND 2019****ASSETS**

	<b><u>2020</u></b>	<b><u>2019</u></b>
<b>CURRENT ASSETS</b>		
Cash and equivalents	\$ 1,604,971	\$ 1,129,329
Accounts receivable:		
Client fees	269,740	309,150
Medicaid and Medicare	265,449	266,341
Insurance	100,108	84,409
Other	574,780	344,184
Allowance for doubtful accounts	(380,557)	(385,497)
Prepaid expenses	<u>75,127</u>	<u>103,587</u>
Total current assets	<u>2,509,618</u>	<u>1,851,503</u>
<b>PROPERTY</b>		
Furniture, fixtures and equipment	380,991	465,669
Vehicles	194,863	194,863
Building and leasehold improvements	<u>130,838</u>	<u>131,596</u>
Total	706,692	792,128
Less accumulated depreciation	<u>506,678</u>	<u>535,393</u>
Property, net	<u>200,014</u>	<u>256,735</u>
<b>OTHER ASSETS</b>		
Interest in net assets of Foundation	<u>1,736,408</u>	<u>1,029,832</u>
Total other assets	<u>1,736,408</u>	<u>1,029,832</u>
Total assets	<u>\$ 4,446,040</u>	<u>\$ 3,138,070</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 232,940	\$ 163,631
Accrued salaries, wages, and related expenses	534,240	381,710
Refundable advance	315,364	320,093
Other current liabilities	106,713	65,875
Due to affiliates, net	<u>653,866</u>	<u>552,139</u>
Total liabilities	<u>1,843,123</u>	<u>1,483,448</u>
<b>NET ASSETS</b>		
Without donor restrictions	2,339,938	1,399,625
With donor restrictions	<u>262,979</u>	<u>254,997</u>
Total net assets	<u>2,602,917</u>	<u>1,654,622</u>
Total liabilities and net assets	<u>\$ 4,446,040</u>	<u>\$ 3,138,070</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2020**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>2020</u> <u>Total</u>	<u>2019</u> <u>Total</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program service fees	\$ 10,392,141	\$ -	\$ 10,392,141	\$ 9,160,937
Other public support	1,048,784	-	1,048,784	570,423
Federal funding	376,412	-	376,412	561,592
Donations	468,010	-	468,010	299,902
United Way	258,607	-	258,607	208,012
Local/County government	186,465	-	186,465	182,439
Program sales	75,991	-	75,991	87,739
Rental income	32,763	-	32,763	2,338
Net gain on beneficial interest in Foundation	698,594	7,982	706,576	201,350
Other income	47,302	-	47,302	72,251
<b>Total revenues</b>	<u>13,585,069</u>	<u>7,982</u>	<u>13,593,051</u>	<u>11,346,983</u>
<b>Expenses</b>				
<b>Program services</b>				
Children & adolescents	2,862,242	-	2,862,242	2,578,426
Multi-service team	1,974,808	-	1,974,808	1,767,386
Maintenance	1,117,201	-	1,117,201	862,688
ACT team	884,867	-	884,867	883,226
Emergency services/assessment	834,066	-	834,066	734,862
Other non-BBH	788,705	-	788,705	769,447
Older adult services	581,669	-	581,669	478,031
Community residence	511,454	-	511,454	462,577
Non-eligibles	353,561	-	353,561	163,183
Intake	279,141	-	279,141	269,475
Supportive living	180,120	-	180,120	176,066
Vocational services	146,148	-	146,148	169,095
Restorative partial hospital	32,759	-	32,759	38,151
Community education & training	10,699	-	10,699	10,276
<b>Supporting activities</b>				
Administration	2,087,316	-	2,087,316	1,861,703
<b>Total expenses</b>	<u>12,644,756</u>	<u>-</u>	<u>12,644,756</u>	<u>11,224,592</u>
<b>CHANGES IN NET ASSETS</b>	940,313	7,982	948,295	122,391
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>1,399,625</u>	<u>254,997</u>	<u>1,654,622</u>	<u>1,532,231</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 2,339,938</u>	<u>\$ 262,979</u>	<u>\$ 2,602,917</u>	<u>\$ 1,654,622</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<b><u>2020</u></b>	<b><u>2019</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 948,295	\$ 122,391
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	56,721	43,367
Change in allowance for doubtful accounts	(4,940)	118,395
Gain on beneficial interest in Foundation	(706,576)	(201,350)
(Increase) decrease in assets:		
Accounts receivable	(205,993)	(379,659)
Prepaid expenses	28,460	(46,424)
Increase (decrease) in liabilities:		
Accounts payable	69,309	94,396
Accrued salaries, wages and related expenses	152,530	43,387
Refundable advance	(4,729)	(141,004)
Other current liabilities	<u>40,838</u>	<u>354</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>373,915</u>	<u>(346,147)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Increase in due to affiliates, net	101,727	364,914
Property and equipment additions	<u>-</u>	<u>(143,079)</u>
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>101,727</u>	<u>221,835</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	475,642	(124,312)
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,129,329</u>	<u>1,253,641</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 1,604,971</u>	<u>\$ 1,129,329</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	<u>\$ 100</u>	<u>\$ 987</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 751,790	\$ 1,819,342	\$ 412,033	\$ 179,453	\$ 588,585	\$ 27,328
Employee benefits	187,150	448,943	69,706	47,080	105,281	972
Payroll taxes	53,473	128,106	30,315	13,218	41,603	2,112
<b>PROFESSIONAL FEES</b>						
Substitute staff	3,143	7,875	-	-	2,932	-
Audit fees	7,729	24,205	3,997	2,861	5,074	406
Legal fees	1,021	5,193	922	80	273	86
Other professional fees	187	88,127	30	43	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	134	352	14	6	7	1
In-service training	-	-	-	-	-	-
Conferences and conventions	3,252	6,363	1,156	99	975	-
Other staff development	820	1,097	84	324	708	-
<b>OCCUPANCY COSTS</b>						
Rent	60,210	154,733	27,352	21,336	45,774	32
Repairs and maintenance	1,511	573	1,126	723	1,547	1
Other occupancy costs	7,531	21,650	3,031	2,273	5,159	127
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	4,251	8,194	1,301	1,420	6,398	240
Building and household	1,811	5,028	889	693	1,437	199
Educational and training	77	245	19	-	13	1
Food	102	6,185	455	3	19	17
Medical supplies	1,237	1,602	6,566	376	1,078	37
Other consumable supplies	2,510	6,102	762	514	2,364	62
<b>DEPRECIATION</b>	51	136	32	20	47	-
<b>EQUIPMENT RENTAL</b>	2,520	6,202	462	863	-	-
<b>EQUIPMENT MAINTENANCE</b>	1,631	4,832	675	550	760	42
<b>ADVERTISING</b>	98	327	51	37	66	5
<b>PRINTING</b>	328	881	98	71	690	2
<b>TELEPHONE</b>	10,374	42,588	6,653	4,102	10,018	758
<b>POSTAGE</b>	1,288	5,764	522	446	633	10
<b>TRANSPORTATION</b>						
Staff	3,684	35,851	8,318	115	4,631	5
Clients	82	1,343	391	2	699	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	653	7,494	463	175	849	-
<b>INSURANCE</b>						
Malpractice and bonding	3,181	6,050	1,453	227	2,814	32
Vehicles	-	148	-	-	-	-
Comprehensive property and liability	5,325	16,711	2,793	2,031	3,582	284
<b>MEMBERSHIP DUES</b>	47	-	-	-	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	-	-	-	-	50	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 1,117,201</u>	<u>\$ 2,862,242</u>	<u>\$ 581,669</u>	<u>\$ 279,141</u>	<u>\$ 834,066</u>	<u>\$ 32,759</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020  
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>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 91,876	\$ 90,929	\$ 1,293,620	\$ 590,483	\$ 358,368	\$ 10,315
Employee benefits	15,497	19,984	250,856	63,566	62,896	2,472
Payroll taxes	6,652	6,660	91,574	40,554	25,870	730
<b>PROFESSIONAL FEES</b>						
Substitute staff	627	-	9,470	20	448	164,890
Audit fees	921	1,250	13,925	7,241	3,889	79
Legal fees	136	176	2,699	1,608	763	656
Other professional fees	-	474	104,765	-	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	2	471	791	35	308	8
In-service training	-	-	920	-	-	-
Conferences and conventions	1,469	482	5,981	2,975	45	3
Other staff development	4	75	186	119	3	-
<b>OCCUPANCY COSTS</b>						
Rent	22,197	14,639	72,477	99,072	7,072	364
Repairs and maintenance	53	255	876	2,085	1,243	2
Other occupancy costs	511	997	5,789	10,930	879	68
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	399	2,433	8,722	2,258	1,121	45
Building and household	254	393	4,897	1,595	9,865	18
Educational and training	4	8	157	61	27	14
Food	70	1	2,929	9,063	6,683	1
Medical supplies	132	143	2,028	1,048	962	4
Other consumable supplies	323	754	5,434	1,993	1,248	23
<b>DEPRECIATION</b>	6	9	109	78	2	1
<b>EQUIPMENT RENTAL</b>	-	449	3,057	-	-	-
<b>EQUIPMENT MAINTENANCE</b>	98	241	2,202	1,107	604	8
<b>ADVERTISING</b>	12	15	181	96	51	1
<b>PRINTING</b>	188	251	645	171	39	19
<b>TELEPHONE</b>	1,974	1,725	31,122	16,309	6,611	172
<b>POSTAGE</b>	86	244	2,461	1,114	226	109
<b>TRANSPORTATION</b>						
Staff	1,395	1,093	22,454	7,997	734	52
Clients	2	108	816	2,621	100	5
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	39	208,135	15,317	14,846	10,284	-
<b>INSURANCE</b>						
Malpractice and bonding	587	91	8,890	600	676	6
Vehicles	-	-	-	-	1,283	-
Comprehensive property and liability	634	811	9,798	5,207	2,749	55
<b>MEMBERSHIP DUES</b>	-	115	150	-	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	-	150	(490)	15	6,405	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 146,148</u>	<u>\$ 353,561</u>	<u>\$ 1,974,808</u>	<u>\$ 884,867</u>	<u>\$ 511,454</u>	<u>\$ 180,120</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Community Education &amp; Training</b>	<b>Other Non-BBH</b>	<b>Total Programs</b>	<b>Administration</b>	<b>2020 Totals</b>	<b>2019 Totals</b>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 7,746	\$ 443,815	\$ 6,665,683	\$ 741,067	\$ 7,406,750	\$ 6,618,564
Employee benefits	396	70,658	1,345,457	136,907	1,482,364	1,433,008
Payroll taxes	556	31,586	473,009	54,446	527,455	484,200
<b>PROFESSIONAL FEES</b>						
Substitute staff	-	-	189,405	398	189,803	174,801
Audit fees	228	5,983	77,788	15,510	93,298	30,400
Legal fees	-	579	14,192	1,872	16,064	21,709
Other professional fees	-	18,268	211,894	101,820	313,714	220,281
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	-	337	2,466	740	3,206	2,675
In-service training	-	-	920	-	920	-
Conferences and conventions	218	715	23,733	7,098	30,831	36,441
Other staff development	825	99	4,344	1,275	5,619	8,462
<b>OCCUPANCY COSTS</b>						
Rent	2	72,113	597,373	98,311	695,684	599,587
Repairs and maintenance	2	731	10,728	764	11,492	4,743
Other occupancy costs	168	3,657	62,770	23,570	86,340	91,674
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	11	3,269	40,062	6,882	46,944	40,777
Building and household	44	3,600	30,723	2,165	32,888	14,589
Educational and training	85	20	731	-	731	60
Food	-	12,666	38,194	98	38,292	51,117
Medical supplies	13	1,162	16,388	363	16,751	10,802
Other consumable supplies	46	7,605	29,740	76,270	106,010	179,193
<b>DEPRECIATION</b>	-	19,121	19,612	37,109	56,721	43,367
<b>EQUIPMENT RENTAL</b>	-	30	13,583	2,160	15,743	18,649
<b>EQUIPMENT MAINTENANCE</b>	20	627	13,397	26,075	39,472	38,304
<b>ADVERTISING</b>	2	3,345	4,287	4,757	9,044	21,002
<b>PRINTING</b>	4	5,201	8,588	981	9,569	12,069
<b>TELEPHONE</b>	179	12,254	144,839	19,000	163,839	131,185
<b>POSTAGE</b>	1	2,343	15,247	680	15,927	12,334
<b>TRANSPORTATION</b>						
Staff	-	960	87,289	4,028	91,317	110,516
Clients	-	22,504	28,673	428	29,101	31,927
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	-	13,426	271,681	-	271,681	38,422
<b>INSURANCE</b>						
Malpractice and bonding	15	472	25,094	522	25,616	28,436
Vehicles	-	3,848	5,279	-	5,279	4,981
Comprehensive property and liability	138	4,665	54,783	4,791	59,574	51,317
<b>MEMBERSHIP DUES</b>	-	777	1,089	2,755	3,844	3,330
<b>INTEREST EXPENSE</b>	-	5	5	95	100	987
<b>CONTRIBUTION EXPENSE</b>	-	-	-	700,000	700,000	600,000
<b>OTHER</b>	-	22,264	28,394	14,379	42,773	54,683
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 10,699</b>	<b>\$ 788,705</b>	<b>\$ 10,557,440</b>	<b>\$ 2,087,316</b>	<b>\$ 12,644,756</b>	<b>\$ 11,224,592</b>

See Notes to Financial Statements



**MONADNOCK FAMILY SERVICES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

**1. ORGANIZATION OF THE CORPORATION**

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

**Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 5.

### **Property and Depreciation**

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$56,721 and \$43,367 for the years ended June 30, 2020 and 2019, respectively.

### **Accrued Earned Time**

At June 30, 2020 and 2019 the Organization has accrued a liability for future compensated leave time in the amount of \$335,958 and \$305,524, respectively, that its employees have earned and which is vested with the employee.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

### **Revenue**

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third-party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

#### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

#### **Advertising**

The Organization expenses advertising costs as incurred.

#### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

#### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

### **Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 4).

### **Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2016.

### **New Accounting Pronouncement**

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction. If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

### **Other Events**

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's activities could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

During the year ended June 30, 2020, the Managed Care Organizations that Monadnock Family Services, Inc. contracts with to provide services, had forgiven their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional \$850,000 in revenue. If these requirements were not relaxed, the Organization would have recorded these amounts as a refundable advance liability at June 30, 2020, and would have been required to be returned to the managed care organizations.

**3. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 1,604,971	\$ 1,129,329
Accounts receivable, net	829,520	618,587
Beneficial interest in Foundation	<u>1,736,408</u>	<u>1,029,832</u>
Total financial assets	<u>\$ 4,170,899</u>	<u>\$ 2,777,748</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 262,979	\$ 254,997
Beneficial interest in Foundation	<u>1,736,408</u>	<u>1,029,832</u>
Amounts not available within one year	<u>1,999,387</u>	<u>1,284,829</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 2,171,512</u>	<u>\$ 1,492,919</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.55 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

**4. INTEREST IN NET ASSETS OF FOUNDATION**

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$1,736,408 and \$1,033,171 at June 30, 2020 and 2019, respectively. The cost basis of the Foundation's assets was \$1,669,474 and \$971,974 at June 30, 2020 and 2019, respectively.

**5. DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2021. The maximum amount available at June 30, 2020 and 2019 was \$250,000. At June 30, 2020 and 2019 the interest rate was stated at 4% and 6.25%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on an annual basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2020 and 2019 the interest rate was stated a 5% and 7%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

**6. NET ASSETS**

Net assets with donor restrictions were as follows for the years ended June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 181,765	\$ 173,783
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 262,979</u>	<u>\$ 254,997</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of Purpose Restrictions:		
Timken contribution	\$ -	\$ 45,932
Total net assets released	<u>\$ -</u>	<u>\$ 45,932</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, 2020 and 2019 were \$60,879 and \$50,204, respectively.

**8. CONCENTRATION OF RISK**

For the years ended June 30, 2020 and 2019 approximately 68% and 73%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 21% and 26% of the total accounts receivable balances at June 30, 2020 and 2019, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 5.

**9. OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$711,426 and \$618,239 for the years ended June 30, 2020 and 2019, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2021	\$ 15,270
2022	<u>9,560</u>
Total	<u>\$ 24,830</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/from Affiliate**

At June 30, 2020 the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of \$2,234. At June 30, 2019 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444. At June 30, 2020 and 2019 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$656,100 and \$157,695, respectively. There are no specific terms of repayment and no stated interest.

**Rental Expense**

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$670,254 and \$576,250 for the years ended June 30, 2020 and 2019, respectively.



**Contribution**

During the year ended the June 30, 2019 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000. No contribution to Monadnock Family Community Service Center, Inc. was made for the year ended June 30, 2020. For the years ended June 30, 2020 and 2019 the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$700,000 and \$200,000, respectively.

**Management Fee**

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$75,911 and \$84,899 for the years ended June 30, 2020 and 2019, respectively.

**Guarantee**

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

**Co-obligation**

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

**11. CONTINGENCIES**

**Grant Compliance**

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2020.

**12. CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2020 and 2019. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated \$1,175,736 and \$707,613, respectively.

**13. RECLASSIFICATIONS**

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

**14. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 14, 2020 the date when the June 30, 2020 financial statements were available for issuance.

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>Program fees:</b>						
Net client fees	\$ 30,203	\$ 50,953	\$ (354)	\$ 4,864	\$ 2,994	\$ 4,397
Medicaid	563,231	4,500,264	359,269	35,761	197,127	78,371
Medicare	201,630	2,172	8,358	3,152	21,521	-
Other insurance	133,817	147,523	1,884	10,138	45,513	21,810
Other program fees	-	-	-	-	-	-
<b>Program sales:</b>						
Service and production	-	80	-	-	-	-
<b>Public support:</b>						
United Way	-	147,450	-	14,083	21,583	-
Local/county government	-	44,467	-	118,684	18,314	-
Donations	600	5,650	-	-	16,501	-
Other public support	1,690	20,484	4,585	-	(23,094)	-
Div. for Children, Youth & Families	-	974	-	-	-	-
DHHS - State	-	5,000	-	-	140,711	-
<b>Federal funding:</b>						
Other federal grants	112,542	41,694	-	-	10,939	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	4,821	-	-	-	-
<b>Rental income</b>	-	-	-	-	-	-
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
<b>Other</b>	<u>1,505</u>	<u>196</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUE</b>	<b><u>\$ 1,045,218</u></b>	<b><u>\$ 4,971,728</u></b>	<b><u>\$ 373,742</u></b>	<b><u>\$ 186,682</u></b>	<b><u>\$ 485,409</u></b>	<b><u>\$ 104,578</u></b>

**MONADNOCK FAMILY SERVICES, INC.**

Continued

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2020  
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>
<b>Program fees:</b>						
Net client fees	\$ (610)	\$ 6,650	\$ 14,314	\$ 9,996	\$ (4,664)	\$ 741
Medicaid	43,716	3,654	2,467,624	337,239	353,111	350,581
Medicare	2,080	1,380	15,132	13,832	1,484	-
Other insurance	967	8,141	6,180	12,148	690	-
Other program fees	-	-	1,155	-	35,585	-
<b>Program sales:</b>						
Service and production	-	-	-	-	-	-
<b>Public support:</b>						
United Way	-	13,927	-	-	-	-
Local/county government	-	5,000	-	-	-	-
Donations	-	150	9,597	2,265	13,372	-
Other public support	-	235,615	136,719	-	-	-
Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	-	-	-	245,000	-	-
<b>Federal funding:</b>						
Other federal grants	2,341	-	35,331	74	1,670	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
<b>Rental income</b>	-	-	-	-	-	-
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
<b>Other</b>	-	-	1,811	-	-	-
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 48,494</b>	<b>\$ 274,517</b>	<b>\$ 2,687,863</b>	<b>\$ 620,554</b>	<b>\$ 401,248</b>	<b>\$ 351,322</b>

**MONADNOCK FAMILY SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2020  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Community Education &amp; <u>Training</u></b>	<b>Other <u>Non-BBH</u></b>	<b>Total <u>Programs</u></b>	<b><u>Administration</u></b>	<b>2020 <u>Totals</u></b>	<b>2019 <u>Totals</u></b>
<b>Program fees:</b>						
Net client fees	\$ -	\$ 71,576	\$ 191,060	\$ -	\$ 191,060	\$ 268,428
Medicaid	-	120,593	9,410,541	-	9,410,541	8,260,760
Medicare	-	-	270,741	-	270,741	227,634
Other insurance	-	76,533	465,344	-	465,344	350,187
Other program fees	17,662	53	54,455	-	54,455	53,928
<b>Program sales:</b>						
Service and production	-	-	80	75,911	75,991	87,739
<b>Public support:</b>						
United Way	-	61,564	258,607	-	258,607	208,012
Local/county government	-	-	186,465	-	186,465	182,439
Donations	-	419,825	467,960	50	468,010	299,902
Other public support	-	7,500	383,499	273,600	657,099	568,998
Div. for Children, Youth & Families	-	-	974	-	974	1,425
DHHS - State	-	-	390,711	-	390,711	-
<b>Federal funding:</b>						
Other federal grants	-	101,943	306,534	31,757	338,291	158,244
PATH	-	-	33,300	-	33,300	37,000
DHHS - Federal	-	-	4,821	-	4,821	366,348
Rental income	-	2,763	2,763	30,000	32,763	2,338
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	706,576	706,576	201,350
<b>Other</b>	-	172	3,684	43,618	47,302	72,251
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 17,662</b>	<b>\$ 862,522</b>	<b>\$ 12,431,539</b>	<b>\$ 1,161,512</b>	<b>\$ 13,593,051</b>	<b>\$ 11,346,983</b>

**Monadnock Family Services**  
**Board of Directors**  
**2020-2021**

Brian Donovan – Chair  
John Round – Treasurer  
Aaron Moody – Secretary  
Sharman Howe – Assistant Secretary

Laurie Appel  
Mike Chelstowski  
Reba Clough  
Susan Doyle  
Shaun Filiault  
Julie Green  
Christine Houston  
Molly Lane  
Jan Peterson  
Judy Rogers  
Alfred John Santos  
Joe Schapiro  
Louise Zerba

**Philip F. Wyzik MA**

**EXPERIENCE:**

**Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)**

**Chief Executive Officer**

Responsible for all aspects of the leadership of a community mental health center in Cheshire County, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

**The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109**

**President and CEO (9-08 to 6-1-12)**

Responsible for all aspects of executive leadership of a \$9 million dollar private, not-for-profit mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

**West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766**

**Senior Vice President of Operations (1-91 to 9-08)**

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

**Program development and performance management:** responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javits Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

**Supervision and training of agency leaders:** responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

**Public Relations / fundraising:** Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility

Philip F. Wyzik  
Keene NH

for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

**Information Technology:** Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

**Substitute for the CEO:** Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

**Interim Chief Executive Officer** (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

**Faculty Member** (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

**Director of Rehabilitation** (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

**Substance Abuse Counselor** (5-83 to 12-84)



Philip F. Wyzik  
Keene NH

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

**Religious Education Coordinator (6-81 to 6-83)**

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

**Teacher** (9-82 to 6-83) -- Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

**Teacher** (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

Philip F. Wyzik  
Keene NH

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

#### PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W, Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" Keene Sentinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

Philip F. Wyzik  
Keene NH

#### AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

#### PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30<sup>th</sup> annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July 28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRs Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

#### REFERENCES:

Personal references furnished upon request.

## CURRICULUM VITAE

Marianne Marsh, MD

### Licensure and Certification:

State of New Hampshire - Medical License - #10054

State of Vermont - #42-8302 (inactive)

State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology  
April 1996, Renewed 2007, Certificate #42545

### Education and Training:

#### Psychiatry Residency

Medical Center Hospital of Vermont/University of Vermont

July 1990 - June 1993

- Chief Resident, June 1992 - May 1993

Duties included: administrative, liaison and teaching both medical students and residents

#### Medical/Psychiatric Internship

New England Medical Center/Tufts University

July 1989 - June 1990

University of Vermont College of Medicine

MD, May 1989

University of California, Davis

BS in Nutrition Science with High Honors, 1985

### Current Employment:

Monadnock Family Services

Keene, NH

Medical Director

October 2012 - present

### Hospital Privileges:

Monadnock Community Hospital (Provides on-call coverage)

Past Employment and Professional Activities:

West Central Behavioral Health  
Claremont, NH  
Staff Psychiatrist, June 2010 - September 2012  
Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services  
Keene, NH  
Staff Psychiatrist, July 1997 - August 2000  
Associate Medical Director, September 2000 - May 2010  
Psychiatrist for Dialectical Behavioral Therapy program  
Sabbatical and ongoing work integrating primary care with mental health care in the Monadnock region  
Awards: "Guppy" (Grace Under Pressure) Award, 2006  
Tom Dwayne Mental Health Leadership Award 2009

Board of Directors  
AIDS Services for the Monadnock Region  
1997 - 2000

Beech Hill Hospital  
Consulting Psychiatrist  
July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.  
Staff Psychiatrist, June 1994 - December 1995  
Medical Director, January 1996 - June 1997  
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry  
Burlington, VT  
July 1993 - July 1997

Clinical Faculty Member  
University of Vermont Department of Psychiatry  
July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium  
Mental Health Task Force  
April 1996 - June 1997

Community Health Plan  
Part-time consulting psychiatrist  
June 1993 - May 1994

Bangor Mental Health Institute  
Psychiatric and medical coverage for state hospital and psychiatric nursing home  
July 1991 - December 1993

Vermont State Hospital  
On-Call Physician  
1991 - 1992

Society Memberships:

American Psychiatric Association  
American Association for Community Psychiatry  
Physicians for Social Responsibility  
American Association of Physicians for Human Rights

Publication:

Marsh, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry,"  
Psychopharmacology from a Feminist Perspective (Ed: Jean Hamilton, et al); Harrington  
Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

*Confidential Resume of*

## Gigi Pratt

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

8/09-present      Monadnock Family Services      Keene, NH

### Work History

**10/12 – present      Chief Financial Officer**

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

**8/09 – 10/12      Controller**

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09      Fenton Family Dealerships      East Swanzey, NH

**Human Resources Manager 1/08-current**

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

**Office Manager & Human Resource Manager 4/01 – 1/08**

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

**Office Management Services/Grants Management/ Bookkeeping**

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, A/R, Grants management, Audit preparation and graphic arts design

1/01 - 8/06 Stonewall Farm, (a nonprofit education center) Keene, NH

**Business Manager**

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

**Accounting Department**

- 2/1964-1/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, A/R, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

**Education**

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

**Skill**

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

**Other Interests**

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

**References**

- Available Upon Request



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	162,723	0	
Marianne Marsh	Chief Medical Officer	233,997	0	
Gigi Pratt	Chief Financial Officer	116,320	0	

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Lori A. Salbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**DIVISION FOR BEHAVIORAL HEALTH**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by \$6,285,780 from \$9,998,650 to \$16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$161,533	Total Current Shared Price Limitation \$7,288,975	\$ 7,450,508	\$ 93,472	Total shared Price Limitation \$ 4,486,300	\$12,030,280
West Central Services, Inc. (d/b/a West Central)	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	\$506,655		\$ 7,795,630	\$ 438,594		\$12,720,524
Riverbend Community Mental Health Center, Inc.	\$408,605		\$ 7,697,580	\$ 266,477		\$12,450,357
Monadnock Family Services	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Community Council of Nashua, N.H.	\$416,612		\$ 7,705,587	\$ 267,100		\$12,458,987

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 266,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### **EXPLANATION**

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

Community Mental Health Centers will continue providing services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support and case management services, bridging the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher.

The average wait time for a Housing Choice Voucher is nine (9) to 11 years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years. Services are provided within individual's home communities and include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Department will continue monitoring contracted services using the following performance measures:

- Percentage of individuals receiving housing services as requested within 14 days of referral.
- Percentage of individuals housed within 30 days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that are investigated and closed within 15 days of receipt of the complaint.
- Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Corrections will not have the resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner

**Department of Health and Human Services  
FINANCIAL DETAILS**

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**West Central Services DBA West Central Behavioral Health (Vendor Code 177664-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$438,594	\$0	\$438,594
2022	102/500731	Contracts for Program Services	92204117	\$0	\$438,594	\$438,594
Sub-total				\$506,655	\$438,594	\$945,249

**Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Monadnock Family Services (Vendor Code 177610-B005)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Community Council of Nashua, NH (Vendor Code 154112-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$267,100	\$0	\$267,100
2022	102/500731	Contracts for Program Services	92204117	\$0	\$267,100	\$267,100
Sub-total				\$416,612	\$267,100	\$683,712

**The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,081	\$0	\$68,081
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Community Partners of Strafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,081	\$0	\$68,081
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,081	\$0	\$68,081
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155**

**Funding Amount Shared by Vendors as follows:**

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total      \$9,998,650      \$6,285,780      \$16,284,430**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,030,280.
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 r upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/16/2021

Date

DocuSigned by:

Katja Fox

EB7C96A6-D814-4B11-A22B-71DD23AD91CF

Name: Katja Fox

Title: director

Monadnock Family Services

6/16/2021

Date

DocuSigned by:

Philip Wyzik

D3409BA7-78F8-474B-8C10-21316522C8E5

Name: Philip Wyzik

Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400; Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.5.1.1. Guardian or other involved family member, as appropriate.
    - 2.5.1.2. Referring agent.
    - 2.5.1.3. Representative payee.
    - 2.5.1.4. Natural Supports.
    - 2.5.1.5. Identified mental health center representative.
  - 2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.5.2.1. Tenant rights and obligations.
    - 2.5.2.2. Annual recertification needs.
    - 2.5.2.3. The role of landlords.
  - 2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.
  - 2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
    - 2.5.5.1. Benefits eligibility and status.
    - 2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
      - 2.5.5.2.1. Supportive services.
      - 2.5.5.2.2. Substance use disorder treatment.
      - 2.5.5.2.3. Behavioral health care; psychiatric health care.
      - 2.5.5.2.4. Primary and medical health care.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
- 2.6.1. Obtaining the individual's housing history.
  - 2.6.2. Assessing the individual's housing and community of choice preferences.
  - 2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.6.4. Assisting the individual with identifying available housing units: rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.6.5.1. Providing information to complete credit checks.
    - 2.6.5.2. Providing references.
    - 2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.
  - 2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
  - 2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
  - 2.6.8. Ensuring the individual understands fair housing laws.
  - 2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
    - 2.6.9.1. Security deposits.
    - 2.6.9.2. Securing utilities.
    - 2.6.9.3. Obtaining furniture.
    - 2.6.9.4. Purchasing groceries.
  - 2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.
  - 2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
    - 2.6.12.1. Security deposit financial assistance.
    - 2.6.12.2. Assistance with utility payments.
    - 2.6.12.3. Assistance with applying for food stamps.
    - 2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
    - 2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.
  - 2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:
    - 2.8.1. Assistance with:
      - 2.8.1.1. Accessing food needs to decrease food insecurity.
      - 2.8.1.2. Finding donations for and linkage to apartment furnishing.
      - 2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
      - 2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
      - 2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
      - 2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.8.1.7.1. Peer support agencies.
  - 2.8.1.7.2. Faith-based groups.
  - 2.8.1.7.3. Transportation services.
  - 2.8.1.7.4. Primary care services.
  - 2.8.1.7.5. Homemaker/personal care services.
  - 2.8.1.7.6. Legal aid.
- 2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.
- 2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.10.1. Treatment team meetings;
  - 2.10.2. Assertive Community Treatment (ACT) team meetings;
  - 2.10.3. Discharge planning meetings when the individual is leaving:
    - 2.10.3.1. New Hampshire Hospital;
    - 2.10.3.2. A Designated Receiving Facility;
    - 2.10.3.3. Glenclyff Home; or
    - 2.10.3.4. Transitional Housing Supports;
  - 2.10.4. Self-observations;
  - 2.10.5. Feedback from landlords; and
  - 2.10.6. The Contractor's employed community-based staff.
- 2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

- 2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.14. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.
  - 2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
  - 2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
  - 2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
  - 2.14.6. Ensuring timely HBSP voucher payments to landlords.
- 2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.15.1. Income verification.
  - 2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.15.3. Inspection of the unit.
- 2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals



**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
- 2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
  - 2.19.3. The complainant is notified, in writing, of the finding.
  - 2.19.4. All identities of any complainants are kept confidential.
  - 2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.
  - 2.19.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
- 2.20.1. Releases of information and consent forms.
  - 2.20.2. Housing and service plans.
  - 2.20.3. Progress and contact notes.
  - 2.20.4. Criminal record check and registered offender search.
  - 2.20.5. Guardianship orders, as applicable.
  - 2.20.6. Representative payee orders, as applicable.
  - 2.20.7. Other housing applications, as applicable.
  - 2.20.8. Documentation of service participation.
  - 2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
- 2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Phoenix System**

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

- 3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

- 3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 3.3.1. All data is formatted in accordance with the file specifications;
  - 3.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 3.4. The Contractor shall meet the following data entry standards:
  - 3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**4. Staffing**

- 4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**5. Reporting**

- 5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

- 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
- 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
- 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

- 5.2. The Contractor shall notify the Department, in writing, each month of:

- 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
- 5.2.2. The names of individuals who have passed away, and the date of their passing.
- 5.2.3. The date an individual signs a lease, including date of move-in.
- 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

- 5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

- 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
  - 5.3.1.1. Transportation.
  - 5.3.1.2. Substance use disorder services.
  - 5.3.1.3. Access to mental health services;
  - 5.3.1.4. Access to medical healthcare.

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**Exhibit A**

- 5.3.1.5. Unit safety.
- 5.3.1.6. Permanent housing transition;
- 5.3.1.7. Financial hardship.
- 5.3.2. Barriers experienced by the Contractor.
- 5.3.3. Resolutions of barriers experienced by the individual and the Contractor.
- 5.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**6. Performance Measures**

- 6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 6.2. The performance measures will be designated to evaluate:
  - 6.2.1. Percentage of individuals receiving housing services.
  - 6.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 6.2.3.1. Individuals who have experienced homelessness;
    - 6.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 6.2.3.3. Individuals who were incarcerated; and
    - 6.2.3.4. Individuals who were admitted to NHH.
  - 6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Monarch Family Services  
 55-2020-084-01-HOU SE-05-A02  
 Exh B-3, Attachment #2  
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Contractor Initials 709  
Date 8/16/2021

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Lori A. Shibillette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by \$1,354,971 from \$8,643,679 to \$9,998,650 of which \$7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services..	\$158,800	Total Shared Price Limitation \$8,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
West Central Services d/b/a West Central Behavioral Health	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	\$158,800		\$6,678,775	\$347,855			\$7,795,630
Riverbend Community Mental Health, Inc.	\$331,628		\$6,851,601	\$76,979			\$7,697,580

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$8,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$8,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,998,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

**EXPLANATION**

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

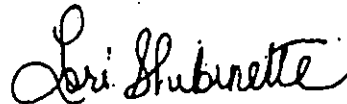
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shubinette".

Lori A. Shubinette  
Commissioner

## FINANCIAL DETAILS

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

## Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$347,855	\$438,594
Sub-total				\$158,800	\$347,855	\$506,655

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$76,979	\$266,477
Sub-total				\$331,626	\$76,979	\$408,605

## Monadnock Family Services (Vendor Code 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 Stratford County (Vendor Code 177276-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Total Family Support Services    \$2,123,704    \$585,971    \$2,709,675**

Funding Amount Shared by Vendors as follows:

**03-95-92-922010-4117 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	\$789,000	\$4,486,300
Sub-total				\$6,519,975	\$789,000	\$7,288,975

**Grand Total    \$8,643,679    \$1,354,971    \$9,998,650**



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1<sup>st</sup> Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 64 Main St. 2<sup>nd</sup> 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.

DS  
PLW

**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*

ED000004C63442

Name: Katja Fox

Title: director

Monadnock Family Services

10/15/2020

Date

DocuSigned by:

*Philip Wyzik*

043E02A31C52407

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:

A handwritten signature in black ink, appearing to read "C. Pinos", written over a horizontal line.

DISCLOSURE STATEMENT

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:

DocuSign Envelope ID: EB7C96A6-D814-4B11-A22B-71DD23AD91CF

DocuSign Envelope ID: DFE2A37E-DDAB-4978-8E64-2019292E9384

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services									
Contractor name: Monmouth Family Services									
Budget Request for: Housing Bridge Subsidy Program Services									
Budget Period: FY21 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144.00	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 18,543.00	\$ -	\$ 18,543.00	\$ -	\$ -	\$ -	\$ 18,543.00	\$ -	\$ 18,543.00
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	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
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 (specify below mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
14. Admin	\$ -	\$ 10,815.00	\$ 10,815.00	\$ -	\$ -	\$ -	\$ -	\$ 10,815.00	\$ 10,815.00
<b>TOTAL</b>	<b>\$ 83,437</b>	<b>\$ 10,815</b>	<b>\$ 94,252</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,437</b>	<b>\$ 10,815</b>	<b>\$ 94,252</b>
Indirect is 12.8% of Direct									



Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-1964 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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and His Honorable Council

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

#### EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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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.

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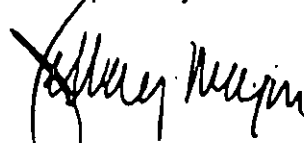
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers  
Commissioner

## Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<b>Subtotal</b>	<b>\$331,626</b>

## Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$189,340
			<b>Subtotal</b>	<b>\$338,852</b>

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<b>Subtotal</b>	<b>\$331,626</b>

## Financial Details

## Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>
<b>Total Family Support Services</b>				<b>\$2,123,704</b>

## Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			<b>Subtotal</b>	<b>\$6,519,975</b>



FORM NUMBER P-37 (version 5/8/15)


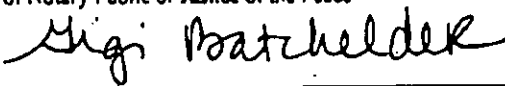
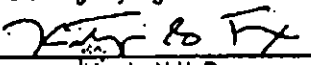
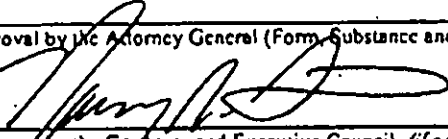
Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-05)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHIL P. WYZEH 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  Date: <u>8/2/19</u>		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

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.
    - 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  
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**Exhibit A**

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

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**Exhibit A**

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

**3. Staffing**

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

**4. Reporting**

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

**5. Performance Measures**

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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**Exhibit A**

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- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



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**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  
  
Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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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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New Hampshire Department of Health and Human Services  
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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR). If it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current 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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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 effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

**1.2. Section 10, Termination, is amended by adding the following language:**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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:

Date

7/25/19

Name:  
Title:

*Phil Kappas*  
CEO

Vendor Initials

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-4.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

Date 7/25/15

Name: Phyllis W. [Signature]  
Title: COO

Exhibit E - Certification Regarding Lobbying

Vendor Initials: [Signature]



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

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:

Date

Name:

Title:

New Hampshire Department of Health and Human Services  
Exhibit C



**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, 1685-66), 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 C

Vendor Initials

*[Handwritten Signature]*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

8/7/14  
Rev 10/7/11

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Date 7-25-19

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:

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 Nondiscrimination provisions

New Hampshire Department of Health and Human Services  
Exhibit M



**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

Philip W. Smith  
Name:  
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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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Vendor Initials

*JKW*

Date 7-25-17

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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Exhibit I  
Health Insurance Portability and  
Accountability Act  
Business Associate Agreement  
Page 2 of 6

Vendor Initials

Date 7.25.19

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

Date 7.25.19



## 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

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.

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Exhibit I  
Health Insurance Portability and Accountability Act  
Business Associate Agreement  
Page 5 of 6

Vendor Initials

Date 7.25.15

## 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

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Moximach Family Surco  
Name of the Vendor

[Signature]  
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:

Date

Name:

Title:

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

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(e) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 76o(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



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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

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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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/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.

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

*ppw*  
7/25/19

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$17,329,979
3. Modify Exhibit A, Scope of Services, Amendment 2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual

The Mental Health Center of Greater Manchester, Inc. A-S-1.2

Contractor Initials

expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.

15.1. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation. The amount billed to the Department shall be less client-paid rents.

8. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

DS  
WR



All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/27/2021

Date

DocuSigned by:

Katja S. Fox

FD5D05804C63442

Name: Katja S. Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

12/27/2021

Date

DocuSigned by:

William Rider

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Name: William Rider

Title: President/CEO

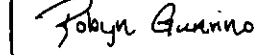
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/27/2021

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**

**Exhibit A**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to, the individual's:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

2.1.12. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.1.12.1. Assistance with:

- 2.1.12.1.1. Accessing food needs to decrease food insecurity.
- 2.1.12.1.2. Finding donations for and linkage to apartment furnishing.
- 2.1.12.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
- 2.1.12.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
- 2.1.12.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
- 2.1.12.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.
- 2.1.12.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.1.12.1.7.1. Peer support agencies.
  - 2.1.12.1.7.2. Faith-based groups.
  - 2.1.12.1.7.3. Transportation services.
  - 2.1.12.1.7.4. Primary care services.
  - 2.1.12.1.7.5. Homemaker/personal care services.
  - 2.1.12.1.7.6. Legal aid.

2.1.12.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.13. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glenclyff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.1.16. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.18.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.1.21. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.1.22. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.1.23. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.1.25.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and
  - 2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Phoenix System
- 2.1.29.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:
- 2.1.29.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 2.1.29.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.
- 2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
- 2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

2.1.29.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

2.1.29.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

2.1.29.3.1. All data is formatted in accordance with the file specifications;

2.1.29.3.2. No records will reject due to illegal characters or invalid formatting; and

2.1.29.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.29.4. The Contractor shall meet the following data entry standards:

2.1.29.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

2.1.29.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

2.1.29.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.29.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**

**Exhibit A**

Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.30. Staffing**

2.1.30.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

2.1.30.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

2.1.31.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

2.1.31.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

2.1.31.2. The Contractor shall notify the Department, in writing, each month of:

2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
  - 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
  - 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
  - 2.1.31.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
    - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
      - 2.1.31.3.1.1. Transportation.
      - 2.1.31.3.1.2. Substance use disorder services.
      - 2.1.31.3.1.3. Access to mental health services;
      - 2.1.31.3.1.4. Access to medical healthcare.
      - 2.1.31.3.1.5. Unit safety.
      - 2.1.31.3.1.6. Permanent housing transition;
      - 2.1.31.3.1.7. Financial hardship.
      - 2.1.31.3.1.8. Barriers experienced by the Contractor.
    - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
    - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
  - 2.1.31.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
- 2.1.32. Performance Measures

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.32.2. The performance measures will be designated to evaluate:
  - 2.1.32.2.1. Percentage of individuals receiving housing services.
  - 2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.32.2.3.1. Individuals who have experienced homelessness;
    - 2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.32.2.3.3. Individuals who were incarcerated; and
    - 2.1.32.2.3.4. Individuals who were admitted to NHH.
  - 2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

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- 2.2.3.1. Client contributions for clothing, food, and housing.
- 2.2.3.2. Services to be provided, including specialty services.
- 2.2.3.3. Priority populations to be served.
- 2.2.3.4. Referrals and evaluations.
- 2.2.3.5. Admissions, transfers, and discharges.
- 2.2.3.6. Emergency response plan.
- 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.



**Exhibit B-3 Budget  
Amendment #3**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Contractor Name: The Mental Health Center of Greater Manchester, Inc.**

**Budget Request for: Housing Bridge Subsidy Program**

**Budget Period: SFY22 July 1, 2021 - June 30, 2022**

Line Item	Total Program Cost	Housing Bridge Subsidy Program		Supported Housing Bed Expansion
	Direct	Direct	Direct	Direct
1. Total Salary/Wages	\$ 185,432	\$ 185,432	\$ -	\$ -
2. Employee Benefits	\$ 49,630	\$ 49,630	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000	\$ 1,000	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 800	\$ 800	\$ -	\$ -
6. Travel	\$ 9,000	\$ 9,000	\$ -	\$ -
7. Occupancy	\$ 950	\$ 950	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,600	\$ 2,600	\$ -	\$ -
Postage	\$ 800	\$ 800	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950	\$ 950	\$ -	\$ -
Insurance	\$ 1,900	\$ 1,900	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000	\$ 1,000	\$ -	\$ -
9. Software	\$ 1,285	\$ 1,285	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600	\$ 1,600	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ 1,000	\$ -	\$ -
Client Funds	\$ -	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -	\$ -
Fit Up Costs	\$ 126,845	\$ -	\$ -	\$ 126,845
14. Admin/Indirect	\$ 28,551	\$ 28,551	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 393,322</b>	<b>\$ 266,477</b>	<b>\$ -</b>	<b>\$ 126,845</b>

Indirect As A Percent of Direct

Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Mental Health Center of Greater Manchester, Inc.

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	165,432	\$	165,432	\$	-
2. Employee Benefits	\$	49,630	\$	49,630	\$	-
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	800	\$	800	\$	-
6. Travel	\$	9,000	\$	9,000	\$	-
7. Occupancy	\$	950	\$	950	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	2,600	\$	2,600	\$	-
Postage	\$	800	\$	800	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	950	\$	950	\$	-
Insurance	\$	1,900	\$	1,900	\$	-
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	1,000	\$	1,000	\$	-
9. Software	\$	1,265	\$	1,265	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,600	\$	1,600	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
14. Admin/Indirect	\$	28,551	\$	28,551	\$	-
<b>TOTAL</b>	\$	<b>266,477</b>	\$	<b>266,477</b>	\$	-

Indirect As A Percent of Direct

# State of New Hampshire

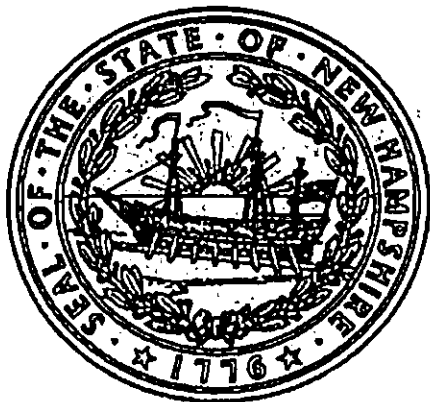
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0005351206



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Kevin Sheppard, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester.  
(Corporation/LLC Name)


2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 25, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That William Rider, President and Chief Operating Officer  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/7/2021

  
Signature of Elected Officer  
Name: Kevin Sheppard  
Title: Chairman of the Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CGI Insurance, Inc. 5 Dartmouth Drive  Auburn NH 03032	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (866) 841-4600 <b>FAX (A/C, No):</b> (866) 574-2443 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER C: A.I.M. Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance		INSURER B: Philadelphia Indemnity		INSURER C: A.I.M. Mutual		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance															
INSURER B: Philadelphia Indemnity															
INSURER C: A.I.M. Mutual															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street  Manchester NH 03103-3628															

## COVERAGES

CERTIFICATE NUMBER: 21-22 Master w/WC RE

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2251310	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional Liability \$2M Agg						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK2251305	04/01/2021	04/01/2022	Sexual/Physical Abuse or \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired/borrowed \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB8760532	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC6004000298-2021A	09/12/2021	09/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

**\*\*Supplemental Names\*\*** Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
 This Certificate is issue for insured operations usual to Mental Health Services.

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Dept. of Health & Human Services 129 Pleasant St  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> </div>
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The Mental Health Center  
of Greater Manchester

## **MISSION**

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

## **VISION**

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

## **GUIDING VALUES AND PRINCIPLES**

**We** treat everyone with respect, compassion and dignity.

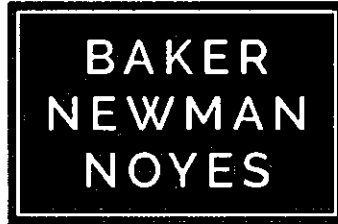
**We** offer hope and recovery through individualized, quality behavioral health services.

**We** provide evidence-based, culturally responsive and consumer, family focused care.

**We** support skilled staff members who work together and strive for excellence.

**We** pursue partnerships that promote wellness and create a healthy community.

***Revised and Approved by the Board of Directors on September 25, 2018***



# **Manchester Mental Health Foundation, Inc. and Affiliates**

**Audited Consolidated Financial Statements  
and Supplementary Information**

*Years Ended June 30, 2020 and 2019  
With Independent Auditors' Report*

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2020 and 2019

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Baker Newman & Noyes LLC  
MAINE | MASSACHUSETTS | NEW HAMPSHIRE  
800.244.7444 | [www.bnn CPA.com](http://www.bnn CPA.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 statements of financial position as of June 30, 2020 and 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
Manchester Mental Health  
Foundation, Inc. and Affiliates

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matter—Report on Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
November 24, 2020

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

June 30, 2020 and 2019

**ASSETS**

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 9,525,985	\$ 6,062,465
Restricted cash	92,786	487,518
Patient accounts receivable	2,021,607	1,714,057
Other accounts receivable	2,416,027	604,902
Investments – short-term	250,000	250,000
Prepaid expenses	<u>557,480</u>	<u>495,780</u>
Total current assets	14,863,885	9,614,722
Investments – long-term	3,880,435	3,826,275
Assets whose use is limited or restricted	441,595	419,492
Property and equipment, net of accumulated depreciation	14,760,411	14,349,362
 Total assets	 <u>\$33,946,326</u>	 <u>\$28,209,851</u>

LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable	\$ 186,444	\$ 377,328
Accrued payroll, vacation and other accruals	3,936,289	3,740,354
Deferred revenue	574,430	157,461
Accrual for estimated third-party payor settlements	—	99,218
Current portion of long-term debt	2,169,961	230,290
Amounts held for patients and other deposits	<u>22,802</u>	<u>21,280</u>
Total current liabilities	6,889,926	4,625,931
Extended illness leave obligation	484,285	460,541
Post-retirement benefit obligation	70,993	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>9,367,184</u>	<u>7,071,263</u>
Total liabilities	16,812,388	12,226,407
Net assets:		
Without donor restrictions	16,692,343	15,563,952
With donor restrictions	<u>441,595</u>	<u>419,492</u>
Total net assets	<u>17,133,938</u>	<u>15,983,444</u>
Total liabilities and net assets	<u>\$33,946,326</u>	<u>\$28,209,851</u>

See accompanying notes.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**  
**CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**

Years Ended June 30, 2020 and 2019

	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	\$25,722,254	\$ —	\$25,722,254	\$22,440,002	\$ —	\$22,440,002
Program rental income	359,744	—	359,744	335,067	—	335,067
Fees and grants from government agencies	6,253,650	—	6,253,650	4,644,491	—	4,644,491
Interest income	48,164	—	48,164	105,293	—	105,293
Other income	<u>7,228,049</u>	<u>—</u>	<u>7,228,049</u>	<u>6,732,629</u>	<u>—</u>	<u>6,732,629</u>
Total revenues and other support	39,611,861	—	39,611,861	34,257,482	—	34,257,482
Operating expenses:						
Program services:						
Children and adolescents	5,488,616	—	5,488,616	4,885,860	—	4,885,860
Elderly	—	—	—	256,616	—	256,616
Emergency services	2,866,477	—	2,866,477	2,444,022	—	2,444,022
Vocational services	659,686	—	659,686	555,013	—	555,013
Noneligibles	1,738,729	—	1,738,729	1,445,620	—	1,445,620
Multiservice team	9,843,326	—	9,843,326	7,879,982	—	7,879,982
ACT team	4,194,118	—	4,194,118	3,808,348	—	3,808,348
Crisis unit	5,791,325	—	5,791,325	5,299,302	—	5,299,302
Community residences and support living	1,534,011	—	1,534,011	1,486,944	—	1,486,944
HUD residences	153,781	—	153,781	214,402	—	214,402
Housing bridge program	423,615	—	423,615	—	—	—
Other	<u>1,862,359</u>	<u>—</u>	<u>1,862,359</u>	<u>1,908,952</u>	<u>—</u>	<u>1,908,952</u>
Total program services	34,556,043	—	34,556,043	30,185,061	—	30,185,061
Support services:						
Management and general	3,532,923	—	3,532,923	3,404,710	—	3,404,710
Operating property	574,967	—	574,967	478,932	—	478,932
Interest expense	<u>274,867</u>	<u>—</u>	<u>274,867</u>	<u>256,944</u>	<u>—</u>	<u>256,944</u>
Total operating expenses	<u>38,938,800</u>	<u>—</u>	<u>38,938,800</u>	<u>34,325,647</u>	<u>—</u>	<u>34,325,647</u>
Income (loss) from operations	673,061	—	673,061	(68,165)	—	(68,165)

	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income (loss) from operations	\$ 673,061	\$ —	\$ 673,061	\$ (68,165)	\$ —	\$ (68,165)
Nonoperating revenue (expenses):						
Commercial rental income	401,003	—	401,003	403,191	—	403,191
Rental property expense	(298,934)	—	(298,934)	(367,083)	—	(367,083)
Contributions	219,257	4,475	223,732	288,525	6,418	294,943
Net investment return	142,543	17,628	160,171	207,272	22,404	229,676
Dues	(5,040)	—	(5,040)	(4,800)	—	(4,800)
Donations to charitable organizations	—	—	—	—	(16,500)	(16,500)
Miscellaneous expenses	(3,499)	—	(3,499)	(2,949)	—	(2,949)
Nonoperating revenue, net	<u>455,330</u>	<u>22,103</u>	<u>477,433</u>	<u>524,156</u>	<u>12,322</u>	<u>536,478</u>
Excess of revenues over expenses	1,128,391	22,103	1,150,494	455,991	12,322	468,313
Reclassification of net assets with donor restrictions	—	—	—	(67,481)	67,481	—
Increase in net assets	1,128,391	22,103	1,150,494	388,510	79,803	468,313
Net assets at beginning of year	<u>15,563,952</u>	<u>419,492</u>	<u>15,983,444</u>	<u>15,175,442</u>	<u>339,689</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$16,692,343</u>	<u>\$441,595</u>	<u>\$17,133,938</u>	<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, 2020

	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Mental Health Crisis Unit
Personnel costs:										
Salary and wages	\$25,258,684	\$ 2,251,696	\$22,970,993	\$3,827,730	\$2,015,786	\$ 366,986	\$1,283,087	\$ 6,662,662	\$2,793,674	\$3,732,773
Employee benefits	5,677,303	624,308	5,045,136	909,639	428,435	102,566	191,021	1,473,889	667,983	764,886
Payroll taxes	1,888,522	157,856	1,727,912	283,991	149,448	37,593	96,868	492,747	209,341	289,504
	<u>32,824,509</u>	<u>3,033,860</u>	<u>29,744,041</u>	<u>5,021,360</u>	<u>2,593,669</u>	<u>507,145</u>	<u>1,570,976</u>	<u>8,629,298</u>	<u>3,670,998</u>	<u>4,787,163</u>
Professional fees:										
Client evaluation/services	59,976	44,366	15,610	(5,228)	2,518	(501)	(1,755)	13,969	(924)	10,547
Audit fees	75,816	7,205	68,611	12,170	5,222	1,594	4,631	19,280	9,716	9,869
Legal fees	63,894	16,030	47,864	6,645	2,826	1,988	2,506	16,975	8,199	5,341
Other professional fees/consultants	113,098	10,337	63,161	11,500	5,953	1,664	4,020	16,101	8,636	7,631
Staff development and training:										
Journals and publications	17,979	1,521	16,458	1,506	646	197	573	2,917	1,202	1,482
In-service training	70	-	70	-	-	-	-	-	-	-
Conferences/conventions	86,158	9,711	76,447	10,838	8,672	544	4,182	20,581	6,860	8,173
Other staff development	160,492	17,927	142,565	5,824	10,958	29,725	2,213	22,625	25,972	33,149
Occupancy costs:										
Rent	8,800	8,800	-	-	-	-	-	-	-	-
Heating costs	12,510	-	7,438	-	-	-	-	-	-	-
Other utilities	395,088	9,018	222,131	-	24,370	8,726	-	44,880	17,807	70,450
Maintenance and repairs	832,760	24,826	503,465	12,398	32,201	22,577	1,915	122,901	47,324	171,656
Other occupancy costs	243,690	635	63,856	2,024	35	150	994	1,560	401	25,573
Rent subsidies	332,329	-	332,329	-	-	-	-	-	-	-
Consumable supplies:										
Office	265,787	63,186	202,601	44,300	9,622	6,058	14,506	60,689	18,185	15,247
Building/household	83,421	2,724	71,334	276	5,474	1,506	105	7,999	3,212	44,708
Educational/training	541,483	4,023	537,460	26,048	4,474	2,156	8,301	273,374	40,113	128,936
Food	106,944	226	78,577	436	5	7	25	130	69	72,120
Medical	98,051	1,472	96,579	2,581	1,093	321	933	18,921	2,779	48,198
Other consumable supplies	667,568	86,768	580,800	96,932	41,104	13,012	37,319	154,790	76,736	86,106
Depreciation - equipment	205,228	16,107	189,121	34,121	12,189	6,882	9,590	46,307	28,626	35,954
Depreciation - building	495,143	10,298	217,915	5,806	8,521	11,278	3,339	62,347	22,792	69,836
Equipment maintenance	22,372	2,599	19,773	2,683	1,156	596	1,016	5,659	2,746	2,710
Advertising	83,413	7,733	75,680	10,746	4,568	1,394	5,009	16,922	8,491	9,224
Printing	38,138	12,068	26,070	4,437	1,257	312	4,048	6,052	1,190	2,773
Telephone/communication	436,278	30,330	405,948	58,573	29,774	21,870	30,368	110,672	50,823	64,376
Postage and shipping	57,569	28,882	28,687	4,835	2,333	633	1,796	7,641	3,860	4,678
Transportation:										
Staff	190,781	2,692	187,115	34,289	21,930	8,919	321	28,445	71,639	3,870
Clients	7,952	-	7,952	-	68	-	-	16	-	3,359
Insurance:										
Malpractice and bonding	78,060	7,293	69,459	12,321	5,287	1,613	4,688	19,519	9,838	9,991
Vehicles	8,167	776	7,391	1,311	562	172	499	2,076	1,046	1,063
Comprehensive property/liability	127,618	11,248	112,170	18,998	8,152	2,488	7,229	30,098	15,168	15,406
Membership dues	43,286	3,742	34,504	5,103	2,191	668	1,942	8,086	4,076	4,439
Interest expense	274,867	814	7,710	1,376	590	180	523	2,178	1,098	1,115
Other expenditures	186,978	27,067	149,080	45,783	19,647	5,992	17,440	72,496	36,538	37,297
Total expenditures	<u>39,246,273</u>	<u>3,504,284</u>	<u>34,409,972</u>	<u>5,489,992</u>	<u>2,867,067</u>	<u>659,866</u>	<u>1,739,252</u>	<u>9,845,504</u>	<u>4,195,216</u>	<u>5,792,440</u>
Administration allocation	-	(3,504,284)	3,504,284	564,357	293,070	68,664	177,717	993,388	433,516	603,959
Total expenses	<u>\$39,246,273</u>	<u>\$ -</u>	<u>\$37,914,256</u>	<u>\$6,054,349</u>	<u>\$3,160,137</u>	<u>\$728,530</u>	<u>\$1,916,969</u>	<u>\$10,838,892</u>	<u>\$4,628,732</u>	<u>\$6,396,399</u>

	Center Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Amoskeag Admin- istration	Program Related	Foundation Admin- istration
Personnel costs:										
Salary and wages	\$ 304,409	\$ 586,791	\$ 46,650	\$1,286,583	\$ 63,862	\$ -	\$ -	\$ 18,840	\$ 17,155	\$ -
Employee benefits	84,641	162,135	9,600	242,971	7,370	-	-	7,859	-	-
Payroll taxes	23,611	45,377	3,451	91,096	4,885	-	-	2,754	-	-
	<u>412,661</u>	<u>794,303</u>	<u>59,701</u>	<u>1,620,650</u>	<u>76,117</u>	<u>-</u>	<u>-</u>	<u>29,453</u>	<u>17,155</u>	<u>-</u>
Professional fees:										
Client evaluation/services	4	12	(56)	(2,976)	-	-	-	-	-	-
Audit fees	836	2,581	303	2,409	-	-	-	-	-	-
Legal fees	452	1,396	190	1,346	-	-	-	-	-	-
Other professional fees/consultants	706	2,183	1,060	3,707	-	26,054	13,546	-	-	-
Staff development and training:										
Journals and publications	103	891	38	6,903	-	-	-	-	-	-
In-service training	-	-	-	70	-	-	-	-	-	-
Conferences/conventions	585	809	92	15,111	-	-	-	-	-	-
Other staff development	5,114	5,442	17	1,526	-	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	7,438	-	-	-	-	-	-	5,072	-
Other utilities	-	49,217	467	4,874	1,340	100,957	52,489	-	10,493	-
Maintenance and repairs	171	79,901	1,248	11,173	-	171,472	89,151	-	43,846	-
Other occupancy costs	3	12,309	5	20,149	653	114,722	59,645	-	4,832	-
Rent subsidies	-	-	-	-	332,329	-	-	-	-	-
Consumable supplies:										
Office	443	3,712	(167)	30,006	-	-	-	-	-	-
Building/household	407	6,406	85	1,156	-	-	-	-	9,363	-
Educational/training	657	8,429	163	44,809	-	-	-	-	-	-
Food	6	5,138	1	640	-	-	-	-	28,141	-
Medical	168	520	61	21,004	-	-	-	-	-	-
Other consumable supplies	6,697	19,308	2,386	43,825	2,585	-	-	-	-	-
Depreciation - equipment	1,969	7,176	857	5,450	-	-	-	-	-	-
Depreciation - building	-	29,490	4,339	167	-	161,762	84,103	-	21,065	-
Equipment maintenance	179	552	71	2,405	-	-	-	-	-	-
Advertising	730	2,255	265	16,076	-	-	-	-	-	-
Printing	69	214	32	5,686	-	-	-	-	-	-
Telephone/communication	5,870	22,828	824	9,970	-	-	-	-	-	-
Postage and shipping	332	1,026	121	1,157	275	-	-	-	-	-
Transportation:										
Staff	1,675	2,441	29	12,566	991	-	-	-	974	-
Clients	-	4,503	-	6	-	-	-	-	-	-
Insurance:										
Malpractice and bonding	846	2,613	307	2,436	-	-	-	-	1,308	-
Vehicles	90	278	33	261	-	-	-	-	-	-
Comprehensive property/liability	1,304	4,029	473	3,776	5,049	-	-	-	4,200	-
Membership dues	350	1,271	4,306	2,072	-	-	-	-	-	5,040
Interest expense	95	291	34	230	-	263,302	-	-	3,041	-
Other expenditures	3,211	9,702	1,134	(104,436)	4,276	-	-	-	7,332	3,499
Total expenditures	<u>445,733</u>	<u>1,088,664</u>	<u>78,419</u>	<u>1,784,204</u>	<u>423,615</u>	<u>838,269</u>	<u>298,934</u>	<u>29,453</u>	<u>156,822</u>	<u>8,539</u>
Administration allocation	<u>44,002</u>	<u>113,724</u>	<u>8,147</u>	<u>203,740</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total program expenses	<u>\$ 489,735</u>	<u>\$1,202,388</u>	<u>\$ 86,566</u>	<u>\$1,987,944</u>	<u>\$ 423,615</u>	<u>\$ 838,269</u>	<u>\$ 298,934</u>	<u>\$ 29,453</u>	<u>\$ 156,822</u>	<u>\$ 8,539</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	24,052	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	-	-
	4,206,308	394,624	781,057	63,671	1,492,996	-	-	29,453	17,155	-
Professional fees:										
Client evaluation/services	85,329	-	-	59	15,186	-	-	-	-	-
Audit fees	7,020	594	1,836	216	1,782	-	-	5,765	-	-
Legal fees	1,299	110	340	67	329	113	87	-	-	-
Other professional fees/consultants	8,054	668	2,127	2,299	4,424	22,418	17,182	-	-	-
Staff development and training:										
Journals and publications	1,300	88	844	32	1,348	-	-	-	-	-
Conferences/conventions	9,091	435	2,793	387	13,944	-	-	-	-	-
Other staff development	29,457	5,106	3,393	23	22,534	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	-	7,932	-	-	-	-	-	5,362	-
Other utilities	76,339	-	43,514	497	5,251	91,435	70,081	-	10,269	-
Maintenance and repairs	175,929	137	84,875	1,168	11,542	141,964	108,810	-	38,745	-
Other occupancy costs	32,640	-	5,299	-	(1,797)	100,478	77,012	-	4,793	-
Consumable supplies:										
Office	20,266	132	2,032	1,885	69,176	-	-	1,275	-	-
Building/household	39,189	12	5,600	67	1,099	-	-	-	8,977	-
Educational/training	162,077	219	5,410	233	171,743	-	-	-	-	-
Food	67,405	2	5,423	-	396	-	-	-	27,611	-
Medical	54,678	(2)	(6)	(1)	902	-	-	-	-	-
Other consumable supplies	78,318	6,206	19,478	2,257	23,135	-	-	-	-	-
Depreciation - equipment	36,500	3,608	11,893	1,022	5,466	-	-	-	-	-
Depreciation - building	65,409	-	29,730	6,344	137	122,496	93,889	-	22,746	-
Equipment maintenance	2,139	146	1,626	58	2,969	-	-	-	-	-
Advertising	8,030	660	2,042	240	7,861	28	22	-	-	-
Printing	4,966	138	425	56	4,390	-	-	-	-	-
Telephone/communication	60,951	7,629	19,664	736	9,755	-	-	-	-	-
Postage and shipping	4,921	260	803	94	929	-	-	-	-	-
Transportation:										
Staff	6,887	1,922	3,234	91	15,316	-	-	-	392	-
Clients	2,131	-	4,675	-	-	-	-	-	-	-
Insurance:										
Malpractice and bonding	8,159	690	2,134	251	2,072	-	-	-	1,308	-
Vehicles	2,065	175	540	64	524	-	-	-	-	-
Comprehensive property/liability	15,573	1,318	4,073	479	3,953	-	-	-	4,200	-
Membership dues	4,324	353	1,130	4,298	2,059	-	-	-	-	4,800
Interest expense	-	-	-	-	-	253,414	-	-	3,530	-
Other expenditures	22,548	1,922	5,876	691	(67,753)	-	-	-	72,844	19,449
Total expenditures	\$2,999,302	427,152	1,059,792	87,284	1,821,668	732,346	367,083	36,493	217,932	24,249
Administration allocation	586,940	50,543	129,618	9,467	184,551	-	-	-	-	-
Total program expenses	\$5,886,242	\$ 477,695	\$1,189,410	\$ 96,751	\$2,006,219	\$ 732,346	\$ 367,083	\$ 36,493	\$ 217,932	\$ 24,249

See accompanying notes.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Change in net assets	\$ 1,150,494	\$ 468,313
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	700,371	670,673
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(4,475)	(6,418)
Net realized and unrealized gains on investments	(49,761)	(123,950)
Change in operating assets and liabilities:		
Patient accounts receivable	(307,550)	(427,944)
Other accounts receivable	(1,811,125)	(127,566)
Prepaid expenses	(61,700)	(100,706)
Accounts payable	(190,884)	187,691
Accrued payroll, vacation and other accruals	195,935	489,304
Deferred revenue	416,969	111,302
Accrual for estimated third-party payor settlements	(99,218)	99,218
Amounts held for patients and other deposits	1,522	2,031
Postretirement benefit obligation	2,321	(2,553)
Extended illness leave	<u>23,744</u>	<u>45,376</u>
Net cash (used) provided by operating activities	(22,896)	1,295,232
Cash flows from investing activities:		
Purchases of property and equipment	(1,111,420)	(531,943)
Change in assets whose use is limited or restricted	(22,103)	(79,803)
Proceeds from sale of investments	1,677,303	1,191,284
Purchases of investments	<u>(1,681,702)</u>	<u>(1,603,190)</u>
Net cash used by investing activities	(1,137,922)	(1,023,652)
Cash flows from financing activities:		
Restricted contributions	4,475	6,418
Proceeds from issuance of long-term debt	4,390,000	-
Payments on long-term debt	<u>(164,869)</u>	<u>(215,438)</u>
Net cash provided (used) by financing activities	<u>4,229,606</u>	<u>(209,020)</u>
Net change in cash, restricted cash and cash equivalents	3,068,788	62,560
Cash, cash equivalents and restricted cash at beginning of year	<u>6,549,983</u>	<u>6,487,423</u>
Cash, cash equivalents and restricted cash at end of year	<u>\$ 9,618,771</u>	<u>\$ 6,549,983</u>
Supplemental disclosures:		
Interest paid	<u>\$ 198,142</u>	<u>\$ 236,122</u>

See accompanying notes.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 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, 2020, the Center occupies approximately 43,000 square feet of the approximately 65,000 square feet in the building (the Center occupied 37,000 square feet as of June 30, 2019). The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

##### Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 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 statements of financial position. The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the statements of financial position at that sum to the total of the same such amounts shown in the statements of cash flows:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$9,525,985	\$6,062,465
Restricted cash	<u>92,786</u>	<u>487,518</u>
Total cash, cash equivalents and restricted cash	<u>\$9,618,771</u>	<u>\$6,549,983</u>

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

#### Patient Accounts Receivable

For patient accounts receivable resulting from revenue recognized prior to July 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of FASB ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which the Organization adopted effective July 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. For accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2019, the estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

#### Other Accounts Receivable

Other accounts receivable consists of amounts due from various grants and contracts entered into with the State of New Hampshire and federal government related to providing mental health services, amounts due from third-party managed care organizations and amounts due for services provided to other not-for-profit organizations. The amounts due from not-for-profit organizations and state and federal grants billed to the respective agencies are expected to be fully collectible. Accordingly, no allowance for doubtful amounts has been established. Amounts due from third-party managed care organizations represent management's best estimate of variable consideration expected to be received, and has been constrained to ensure a significant reversal of revenue will not occur.

#### Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

**1. Summary of Significant Accounting Policies (Continued)**

**Debt Issuance Costs**

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

**Vacation Pay and Fringe Benefits**

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

**Program Service Fees**

Prior to the adoption of ASU 2014-09 by the Organization on July 1, 2019, the Organization recognized program service fee revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the Organization's uninsured patients were unable or unwilling to pay for services provided. Thus, the Organization recorded a provision for bad debts related to uninsured patients in the period the services were provided. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.

Program service fee revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These revenues generally relate to contracts with patients in which the Organization's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for services are generally satisfied over a period of less than one day.

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, managed care organizations and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, managed care organizations and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. **Summary of Significant Accounting Policies (Continued)**

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

**Rental Income**

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating income over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

**State and Federal Grant Revenue and Expenditures**

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized over time as the related expenditure is incurred. Grant monies that are advanced to the Organization prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

**Other Income**

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

**Performance Indicator**

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.



MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. **Summary of Significant Accounting Policies (Continued)**

**Net Assets With Donor Restrictions**

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

**Assets Whose Use is Limited or Restricted**

Assets whose use is limited or restricted consist of donor-restricted funds.

**Investments and Investment Income**

Investments, including assets whose use is limited or restricted, are measured at fair value in the statements of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues (expenses). The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

**Investment Return Objectives, Risk Parameters and Strategies**

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

#### Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2020.

#### Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$670,556 and \$554,303 for the years ended June 30, 2020 and 2019, respectively.

#### Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling \$37,999 and \$39,744 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling \$141,200 for the fiscal year ending June 30, 2021. Liabilities recognized are based on a third party actuarial analysis.

The following table sets forth the change in the Center's extended illness leave plan liability during the years ended June 30:

	<u>2020</u>	<u>2019</u>
Statement of financial position liability at beginning of year	\$(460,541)	\$(415,165)
Net actuarial loss arising during the year	(1,270)	(18,927)
Increase from current year service and interest cost	(48,172)	(47,474)
Contribution made during the year	<u>25,698</u>	<u>21,025</u>
Statement of financial position liability at end of year	<u><del>\$(484,285)</del></u>	<u><del>\$(460,541)</del></u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling \$4,388 and \$5,915 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling \$11,300 for the fiscal year ending June 30, 2021.

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the years ended June 30:

	<u>2020</u>	<u>2019</u>
Statement of financial position liability at beginning of year	\$ (68,672)	\$ (71,225)
Net actuarial loss arising during the year	(12,907)	(7,315)
Increase from current year service and interest cost	(2,333)	(2,740)
Contributions made during the year	<u>12,919</u>	<u>12,608</u>
Statement of financial position liability at end of year	<u>\$ (70,993)</u>	<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.

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.

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

#### Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the statements of activities, where "program service fees" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated statements of financial position as a result of the adoption of the new standard.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 has been applied retrospectively to all periods presented and did not have a material impact on the financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization adopted ASU No. 2016-01 during the fiscal year ended June 30, 2020 and the adoption had no impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

In September 2020, the FASB Issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires organizations to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

#### Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of the Organization's investments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations due to the inability to provide in-person services. At the date of these financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received \$428,451 from the \$50 billion general distribution fund from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020, the Organization has recorded the full amount of the Provider Relief Funds received within deferred revenue on the accompanying statements of financial position.

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 1. Summary of Significant Accounting Policies (Continued)

During the fourth quarter of fiscal year 2020, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

#### Reclassifications

Certain 2019 amounts have been reclassified to permit comparison with the 2020 financial statements presentation format.

#### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 24, 2020 which is the date the financial statements were available to be issued.

### 2. Program Service Fees From Third-Party Payers

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 75% and 74% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

### 3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
Due from clients	\$ 409,900	\$ 372,523
Managed Medicaid	226,603	293,860
Medicaid receivable	506,570	405,094
Medicare receivable	184,591	71,465
Other insurance	<u>693,943</u>	<u>571,115</u>
	<u>\$2,021,607</u>	<u>\$1,714,057</u>

# **MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

## **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

### **3. Patient Accounts and Other Receivables (Continued)**

Other accounts receivable consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
State and federal grants receivable	\$ 1,304,371	\$389,205
Amounts due from third-party payors	886,895	—
Amounts due from other not-for-profit organizations	<u>224,761</u>	<u>215,697</u>
	<u>\$2,416,027</u>	<u>\$604,902</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:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 248,308	\$ 58,183
Certificate of deposit	250,000	250,000
Fixed income securities	597,985	633,230
Common stock and mutual funds	<u>3,475,737</u>	<u>3,554,354</u>
	<u>\$4,572,030</u>	<u>\$4,495,767</u>

#### Investments

Investments, stated at fair value, are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 222,938	\$ 52,434
Certificate of deposit	250,000	250,000
Fixed income securities	536,887	570,665
Common stock and mutual funds	<u>3,120,610</u>	<u>3,203,176</u>
	<u>\$4,130,435</u>	<u>\$4,076,275</u>

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 4. Investments and Assets Whose Use is Limited or Restricted (Continued)

#### Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Donor restricted:		
Cash and cash equivalents	\$ 25,370	\$ 5,749
Fixed income securities	61,098	62,565
Common stock and mutual funds	<u>355,127</u>	<u>351,178</u>
	<u>\$441,595</u>	<u>\$419,492</u>

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:

	<u>2020</u>	<u>2019</u>
Interest and dividend income:		
Without donor restrictions	\$117,408	\$114,518
With donor restrictions	14,519	12,378
Investment fees:		
Without donor restrictions	(19,149)	(19,105)
With donor restrictions	(2,368)	(2,065)
Net realized gains:		
Without donor restrictions	83,530	26,182
With donor restrictions	10,330	2,830
Net unrealized (losses) gains:		
Without donor restrictions	(39,246)	85,677
With donor restrictions	<u>(4,853)</u>	<u>9,261</u>
	<u>\$160,171</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.



**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

**5. Fair Value Measurements (Continued)**

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2020 or 2019.

The following is a description of the valuation methodologies used:

**Certificate of Deposit and Fixed Income Securities**

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)Mutual funds

Mutual funds are valued based on the closing net asset value of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Common Stock

Common stock is valued at the closing price of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2020 and 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Cash and cash equivalents	\$ 248,308	\$ —	\$ —	\$ 248,308
Certificate of deposit	250,000	—	—	250,000
Fixed income:				
Corporate bonds	597,985	—	—	597,985
Mutual funds:				
Bank loans	73,294	—	—	73,294
Emerging markets bond	18,149	—	—	18,149
Intermediate/long-term high quality U.S.	237,761	—	—	237,761
Large cap foreign equity	485,055	—	—	485,055
Large cap U.S. blend equity	1,136,270	—	—	1,136,270
Large cap U.S. growth equity	296,958	—	—	296,958
Large cap U.S. value equity	269,324	—	—	269,324
Sector	376,420	—	—	376,420
Short-term bond	111,087	—	—	111,087
Small cap foreign/emerging market equity	153,129	—	—	153,129
Strategic income	245,111	—	—	245,111
Tactical	<u>73,179</u>	<u>—</u>	<u>—</u>	<u>73,179</u>
	<u>\$4,572,030</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$4,572,030</u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2019</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>

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Operating properties:		
Land	\$ 1,902,002	\$ 1,835,152
Buildings and improvements	14,105,361	12,658,142
Furniture and equipment	<u>2,795,166</u>	<u>2,490,922</u>
	18,802,529	16,984,216
Less accumulated depreciation	<u>(7,300,447)</u>	<u>(6,646,311)</u>
	11,502,082	10,337,905
Commercial rental properties:		
Land	249,026	315,876
Buildings and improvements	<u>3,234,478</u>	<u>3,874,524</u>
	3,483,504	4,190,400
Less accumulated depreciation	<u>(225,175)</u>	<u>(178,943)</u>
	<u>3,258,329</u>	<u>4,011,457</u>
	<u>\$14,760,411</u>	<u>\$14,349,362</u>

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2020 was \$700,371 of which \$616,268 is reflected in operations and \$84,103 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2019 was \$670,673 of which \$576,784 is reflected in operations and \$93,889 is reflected in nonoperating activity related to rental properties.

### 7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
CARES Act Provider Relief Funds	\$428,451	\$ —
Cenpatco cap adjustment	80,237	80,237
Granite State UW BMBF Youth grant	8,671	25,000
Miscellaneous deferred revenue	26,863	24,496
Pearl Manor Seniors Initiative Grant	18,358	27,728
People With Disabilities First Aid Grant	<u>11,850</u>	<u>—</u>
	<u>\$574,430</u>	<u>\$157,461</u>

### 8. Line of Credit

As of June 30, 2020 and 2019, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. There were no borrowings outstanding at June 30, 2020 and 2019. The line is secured by all business assets of the Center and was not utilized as of June 30, 2020. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2020). The line of credit is due on demand and is set to expire on February 28, 2021.

### 9. Long-Term Debt

On April 20, 2020, the Organization received loan proceeds in the amount of \$4,390,000 through the Paycheck Protection Program (PPP) established by the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable after eight weeks as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the eight-week period. Certain modifications to PPP loan terms were signed into law in June 2020 that changed the forgiveness, covered period and forgiveness periods.

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 9. Long-Term Debt (Continued)

The unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first six months. In October 2020, the deferral period was extended to ten months. The loan may be prepaid at any time without penalty and has a maturity date in April 2022. The Organization intends to use the proceeds for purposes consistent with the PPP. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part. The Organization has accounted for the PPP loan in accordance with FASB ASC Topic 470, *Debt*.

Long-term debt consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	\$ 5,760,000	\$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of \$17,016, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	1,392,708	1,545,852
Note payable to a bank, due July 2020, monthly principal and interest payments of \$1,231 at a 3.27% interest rate. Secured by specific real estate	68,535	80,260
PPP loan	<u>4,390,000</u>	<u>-</u>
	11,611,243	7,386,112
Less current portion	(2,169,961)	(230,290)
Less unamortized debt issuance costs	<u>(74,098)</u>	<u>(84,559)</u>
	<u>\$ 9,367,184</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, 2020, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

Year ending June 30:	
2021	\$ 2,169,961
2022	2,657,739
2023	201,834
2024	235,866
2025	214,096
Thereafter	<u>6,131,747</u>
	<u>\$11,611,243</u>

# MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

### 9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2020 and 2019 was \$274,867 and \$256,944, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense at June 30, 2020 and 2019. The remaining balance of \$264,406 and \$246,483, respectively, is interest related to the above debt for the years ended June 30, 2020 and 2019, respectively.

### 10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2020 are as follows:

2021	\$ 88,623
2022	54,103
2023	14,973
2024	1,673
2025	<u>1,255</u>
	<u>\$160,627</u>

Rent expense incurred by the Center was \$103,898 and \$92,697 for the years ended June 30, 2020 and 2019, respectively.

### 11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2020 are as follows:

2021	\$ 355,663
2022	285,217
2023	215,792
2024	214,225
2025	112,185
Thereafter	<u>59,606</u>
	<u>\$1,242,688</u>

Rental revenue related to these noncancelable operating leases was \$401,003 and \$403,191 for the years ended June 30, 2020 and 2019, respectively.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

**12. Concentrations of Credit Risk**

The Foundation holds investments with LPL Financial totaling \$4,322,030 and \$4,245,767 as of June 30, 2020 and 2019, respectively. Of this amount \$3,822,030 and \$3,745,767, respectively, is in excess of SIPC coverage of \$500,000 and is uninsured at June 30, 2020 and 2019, respectively.

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors is as follows at June 30:

	<u>2020</u>	<u>2019</u>
Due from clients	41%	44%
Managed Medicaid	12	13
Medicaid receivable	15	13
Medicare receivable	8	3
Other insurance	<u>24</u>	<u>27</u>
	<u>100%</u>	<u>100%</u>

**13. Net Assets With Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at June 30:

	<u>2020</u>	<u>2019</u>
Purpose restriction:		
Educational scholarships and program related activities	\$209,298	\$187,195
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>	<u>232,297</u>
	<u>\$441,595</u>	<u>\$419,492</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 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, 2020:

Financial assets at year end:

Cash and cash equivalents	\$ 9,525,985
Patient accounts receivable	2,021,607
Other accounts receivable	2,416,027
Investments	<u>4,130,435</u>

Financial assets available to meet general  
expenditures within one year

\$18,094,054

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.



## **Supplementary Information**

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 9,174,331	\$ 34,587	\$117,067	\$ 200,000	\$ 9,525,985
Restricted cash	4,322	—	88,464	—	92,786
Patient accounts receivable	2,021,607	—	—	—	2,021,607
Other accounts receivable	2,414,414	199,900	1,713	(200,000)	2,416,027
Due from affiliate	161,908	—	—	(161,908)	—
Investments – short-term	250,000	—	—	—	250,000
Prepaid expenses	<u>556,789</u>	<u>—</u>	<u>691</u>	<u>—</u>	<u>557,480</u>
Total current assets	14,583,371	234,487	207,935	(161,908)	14,863,885
Investments – long-term	—	3,880,435	—	—	3,880,435
Assets whose use is limited or restricted	—	441,595	—	—	441,595
Property and equipment, net of accumulated depreciation	<u>14,609,960</u>	<u>—</u>	<u>150,451</u>	<u>—</u>	<u>14,760,411</u>
Total assets	<u>\$29,193,331</u>	<u>\$4,556,517</u>	<u>\$358,386</u>	<u>\$(161,908)</u>	<u>\$33,946,326</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 183,858	\$ —	\$ 2,586	\$ —	\$ 186,444
Accrued payroll, vacation and other accruals	3,935,578	711	—	—	3,936,289
Deferred revenue	574,430	—	—	—	574,430
Due to affiliate	—	128,400	33,508	(161,908)	—
Current portion of long-term debt	2,155,303	—	14,658	—	2,169,961
Amounts held for patients and other deposits.	<u>20,187</u>	<u>—</u>	<u>2,615</u>	<u>—</u>	<u>22,802</u>
Total current liabilities	6,869,356	129,111	53,367	(161,908)	6,889,926
Extended illness leave, long term	484,285	—	—	—	484,285
Post-retirement benefit obligation	70,993	—	—	—	70,993
Long-term debt, less current maturities and unamortized debt issuance costs	<u>9,313,307</u>	<u>—</u>	<u>53,877</u>	<u>—</u>	<u>9,367,184</u>
Total liabilities	16,737,941	129,111	107,244	(161,908)	16,812,388
Net assets:					
Without donor restrictions	12,455,390	3,985,811	251,142	—	16,692,343
With donor restrictions	<u>—</u>	<u>441,595</u>	<u>—</u>	<u>—</u>	<u>441,595</u>
Total net assets	<u>12,455,390</u>	<u>4,427,406</u>	<u>251,142</u>	<u>—</u>	<u>17,133,938</u>
Total liabilities and net assets	<u>\$29,193,331</u>	<u>\$4,556,517</u>	<u>\$358,386</u>	<u>\$(161,908)</u>	<u>\$33,946,326</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2020

	<u>Center</u> Without Donor Restriction	<u>Foundation</u> Without Donor Restriction	With Donor Restriction	<u>Amoskeag</u> Without Donor Restriction	<u>Total</u>
Revenues and other support:					
Program service fees	\$25,722,254	\$ -	\$ -	\$ -	\$25,722,254
Program rental income	138,572	-	-	221,172	359,744
Fees and grants from government agencies	6,253,650	-	-	-	6,253,650
Interest income	48,164	-	-	-	48,164
Other income	<u>7,228,007</u>	<u>-</u>	<u>-</u>	<u>42</u>	<u>7,228,049</u>
Total revenues and other support	39,390,647	-	-	221,214	39,611,861
Operating expenses:					
Program services:					
Children and adolescents	5,488,616	-	-	-	5,488,616
Emergency services	2,866,477	-	-	-	2,866,477
Vocational services	659,686	-	-	-	659,686
Noneligibles	1,738,729	-	-	-	1,738,729
Multiservice team	9,843,326	-	-	-	9,843,326
ACT team	4,194,118	-	-	-	4,194,118
Crisis unit	5,791,325	-	-	-	5,791,325
Community residences and support living	1,534,011	-	-	-	1,534,011
HUD residences	-	-	-	153,781	153,781
Housing bridge program	423,615	-	-	-	423,615
Other	<u>1,862,359</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,862,359</u>
Total program services	34,402,262	-	-	153,781	34,556,043
Support services:					
Management and general	3,503,470	-	-	29,453	3,532,923
Operating property	574,967	-	-	-	574,967
Interest expense	<u>271,826</u>	<u>-</u>	<u>-</u>	<u>3,041</u>	<u>274,867</u>
Total operating expenses	<u>38,752,525</u>	<u>-</u>	<u>-</u>	<u>186,275</u>	<u>38,938,800</u>
Income from operations	638,122	-	-	34,939	673,061

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**CONSOLIDATING STATEMENT OF ACTIVITIES  
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2020

	<u>Center Without Donor Restriction</u>	<u>Foundation Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Amoskeag Without Donor Restriction</u>	<u>Total</u>
Income from operations	\$ 638,122	\$ —	\$ —	\$ 34,939	\$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	—	—	—	401,003
Rental property expense	(298,934)	—	—	—	(298,934)
Contributions	218,666	591	4,475	—	223,732
Net investment return	—	142,543	17,628	—	160,171
Dues	—	(5,040)	—	—	(5,040)
Miscellaneous expenses	—	(3,499)	—	—	(3,499)
Nonoperating revenue, net	<u>320,735</u>	<u>134,595</u>	<u>22,103</u>	<u>—</u>	<u>477,433</u>
Excess (deficiency) of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	<u>(200,000)</u>	<u>200,000</u>	<u>—</u>	<u>—</u>	<u>—</u>
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning 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>
Net assets at end of year	<u>\$12,455,390</u>	<u>\$3,985,811</u>	<u>\$441,595</u>	<u>\$251,142</u>	<u>\$17,133,938</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**

For the Year Ended June 30, 2020

	<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, 2020	<u>\$252,073</u>	<u>\$3,041,764</u>	<u>\$(2,529,883)</u>	<u>\$763,954</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 25, 2019	\$ 251,192
July 30, 2019	230
August 16, 2019	885
October 18, 2019	503,259
November 15, 2019	251,187
December 26, 2019	251,187
January 21, 2020	252,072
February 26, 2020	251,187
March 25, 2020	265,187
May 4, 2020	251,187
May 21, 2020	1,123
June 4, 2020	<u>251,187</u>
	<u>\$2,529,883</u>

## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

	Total Agency	Admini- stration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non- Eligibles	Mental Health Multi- Service Team
Program service fees:								
Net client fees	\$ 181,631	\$ -	\$ 181,631	\$ 11,792	\$ 36,671	\$ (4,636)	\$ (35,149)	\$ (60,284)
HMO's	1,799,918	-	1,799,918	422,945	185,587	-	421,226	472,449
Blue Cross/Blue Shield	2,493,363	-	2,493,363	389,203	337,243	-	441,019	670,946
Medicaid	19,226,816	-	19,226,816	6,571,219	540,874	301,183	258,187	6,600,411
Medicare	1,186,322	-	1,186,322	1,273	12,793	91	183,193	868,594
Other insurance	825,053	-	825,053	115,280	65,947	19,706	148,414	269,441
Other program fees	<u>9,151</u>	<u>-</u>	<u>9,151</u>	<u>123</u>	<u>3,411</u>	<u>-</u>	<u>1,299</u>	<u>1,102</u>
	25,722,254	-	25,722,254	7,511,835	1,182,526	316,344	1,418,189	8,822,659
Local and county government:								
Division for Children, youth and families	3,245	-	3,245	3,245	-	-	-	-
Federal funding path	43,731	-	43,731	-	43,731	-	-	-
Rental income	359,744	-	138,572	-	-	-	-	-
Interest income	48,164	-	48,164	-	-	-	-	-
BBH:								
Bureau of Behavioral Health	1,649,540	-	1,649,540	1,353	440,884	-	-	-
Other	1,345,248	-	1,345,248	-	-	-	-	-
Other revenues	<u>10,439,935</u>	<u>-</u>	<u>10,439,893</u>	<u>2,008,696</u>	<u>1,159,197</u>	<u>182,867</u>	<u>111,805</u>	<u>2,045,589</u>
	<u>13,889,607</u>	<u>-</u>	<u>13,668,393</u>	<u>2,013,294</u>	<u>1,643,812</u>	<u>182,867</u>	<u>111,805</u>	<u>2,045,589</u>
Total program revenues	<u>\$39,611,861</u>	<u>\$ -</u>	<u>\$39,390,647</u>	<u>\$ 9,525,129</u>	<u>\$ 2,826,338</u>	<u>\$ 499,211</u>	<u>\$ 1,529,994</u>	<u>\$10,868,248</u>

	<u>Center</u>							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ 93,052	\$ 25,405	\$ 26,000	\$ 21,000	\$ -	\$ 67,780	\$ -	\$ -
HMO's	13,293	284,418	-	-	-	-	-	-
Blue Cross/Blue Shield	37,068	617,884	-	-	-	-	-	-
Medicaid	2,316,186	1,592,395	557,284	462,903	2,128	24,046	-	-
Medicare	114,186	6,036	156	-	-	-	-	-
Other insurance	92,343	107,995	-	4,012	-	1,915	-	-
Other program fees	<u>125</u>	<u>3,052</u>	<u>-</u>	<u>39</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	2,666,253	2,637,185	583,440	487,954	2,128	93,741	-	-
Local and county government:								
Division for Children, youth and families	-	-	-	-	-	-	-	-
Federal funding path	-	-	-	-	-	-	-	-
Rental income	-	992	-	132,108	-	5,472	-	221,172
Interest income	-	-	-	-	-	48,164	-	-
BBH:								
Bureau of Behavioral Health	475,000	675,000	-	-	57,303	-	-	-
Other	-	1,345,248	-	-	-	-	-	-
Other revenues	<u>1,095,204</u>	<u>1,120,490</u>	<u>43,374</u>	<u>314,687</u>	<u>11,096</u>	<u>1,855,619</u>	<u>491,269</u>	<u>42</u>
	<u>1,570,204</u>	<u>3,141,730</u>	<u>43,374</u>	<u>446,795</u>	<u>68,399</u>	<u>1,909,255</u>	<u>491,269</u>	<u>221,214</u>
Total program revenues	\$ <u>4,236,457</u>	\$ <u>5,778,915</u>	\$ <u>626,814</u>	\$ <u>934,749</u>	\$ <u>70,527</u>	\$ <u>2,002,996</u>	\$ <u>491,269</u>	\$ <u>221,214</u>



## MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 5,906,396	\$ 29,418	\$126,651	\$ —	\$ 6,062,465
Restricted cash	454,345	—	33,173	—	487,518
Patient accounts receivable	1,714,057	—	—	—	1,714,057
Other accounts receivable	607,381	—	(2,479)	—	604,902
Due from affiliate	210,400	—	—	(210,400)	—
Investments — short-term	250,000	—	—	—	250,000
Prepaid expenses	<u>495,089</u>	<u>—</u>	<u>691</u>	<u>—</u>	<u>495,780</u>
Total current assets	9,637,668	29,418	158,036	(210,400)	9,614,722
Investments — long-term	—	3,826,275	—	—	3,826,275
Assets whose use is limited or restricted	—	419,492	—	—	419,492
Property and equipment, net of accumulated depreciation	14,199,392	—	149,970	—	14,349,362
Total assets	<u>\$23,837,060</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$(210,400)</u>	<u>\$28,209,851</u>

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	99,218	—	—	—	99,218
Due to affiliate	—	203,767	6,633	(210,400)	—
Current portion of long-term debt	218,525	—	11,765	—	230,290
Amounts held for patients and other deposits	<u>18,665</u>	<u>—</u>	<u>2,615</u>	<u>—</u>	<u>21,280</u>
Total current liabilities	4,608,546	204,477	23,308	(210,400)	4,625,931
Extended illness leave, long term	460,541	—	—	—	460,541
Post-retirement benefit obligation	68,672	—	—	—	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,002,768</u>	<u>—</u>	<u>68,495</u>	<u>—</u>	<u>7,071,263</u>
Total liabilities	12,140,527	204,477	91,803	(210,400)	12,226,407
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	—	15,563,952
With donor restrictions	<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>\$23,837,060</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$(210,400)</u>	<u>\$28,209,851</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 Restriction	<u>Foundation</u> Without Donor Restriction	<u>With</u> Donor Restriction	<u>Amoskeag</u> Without Donor Restriction	<u>Total</u>
Revenues and other support:					
Program service fees	\$22,440,002	\$ -	\$ -	\$ -	\$22,440,002
Program rental income	131,429	-	-	203,638	335,067
Fees and grants from government agencies	4,644,491	-	-	-	4,644,491
Interest income	105,293	-	-	-	105,293
Other income	<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> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<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 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 Agency	Admini- stration	Total Center Programs	Child and Adolescents	Elderly Services	Emergency Services	Vocational Services	Non- Eligibles
Program service fees:								
Net client fees	\$ 371,054	\$ -	\$ 371,054	\$ 57,629	\$ (30,131)	\$ 74,775	\$ 10,467	\$ (33,806)
HMO's	1,537,915	-	1,537,915	291,142	26,245	281,882	-	333,349
Blue Cross/Blue Shield	2,111,774	-	2,111,774	303,611	62,836	344,591	-	395,569
Medicaid	16,632,486	-	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	-	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	-	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	(1,065)	-	(1,065)	(137)	(1,498)	(3,716)	-	(1,025)
	22,440,002	-	22,440,002	6,467,681	580,231	1,313,810	274,153	1,212,290
Local and county government:								
Division for Children, youth and families	3,540	-	3,540	3,540	-	-	-	-
Federal funding path	40,121	-	40,121	-	-	40,121	-	-
Rental income	335,067	-	335,067	-	-	-	-	-
Interest income	105,293	-	105,293	-	-	-	-	-
BBH:								
Bureau of Behavioral Health	3,038,801	-	3,038,801	2,804	-	440,882	-	-
Other	1,079,642	-	1,079,642	-	-	-	-	-
Other revenues	7,215,016	46,315	7,168,701	2,056,937	69,266	1,100,213	177,174	44,618
	11,817,480	46,315	11,771,165	2,063,281	69,266	1,581,216	177,174	44,618
Total program revenues	\$34,257,482	\$ 46,315	\$34,211,167	\$ 8,530,962	\$ 649,497	\$ 2,895,026	\$ 451,327	\$ 1,256,908

	<u>Center</u>							
	<u>Multi</u>	<u>ACT</u>	<u>Crisis</u>	<u>Community</u>	<u>Supportive</u>	<u>Other</u>	<u>Other</u>	<u>Amoskeag</u>
	<u>Service</u>	<u>Team</u>	<u>Unit</u>	<u>Residence</u>	<u>Living</u>	<u>Mental</u>	<u>Non-BBH</u>	
	<u>Team</u>					<u>Health</u>		
Program service fees:								
Net client fees	\$ (119,964)	\$ 61,199	\$ 245,926	\$ 29,012	\$ 24,383	\$ -	\$ 51,564	\$ -
HMO's	298,487	18,683	288,120	-	-	-	7	-
Blue Cross/Blue Shield	495,257	56,949	452,948	-	-	-	13	-
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	-
Medicare	756,733	86,908	3,703	2	-	-	1	-
Other insurance	103,260	72,975	47,897	-	2,512	-	40,981	-
Other program fees	(982)	(139)	(3,022)	-	(43)	-	9,497	-
	6,567,695	2,348,168	2,564,630	507,827	468,486	1,451	133,580	-
Local and county government:								
Division for Children, youth and families	-	-	-	-	-	-	-	-
Federal funding path	-	-	-	-	-	-	-	-
Rental income	-	-	2,303	-	123,675	-	5,451	203,638
Interest income	-	-	-	-	-	-	105,293	-
BBH:								
Bureau of Behavioral Health	-	1,591,509	940,606	-	-	63,000	-	-
Other	-	-	1,079,642	-	-	-	-	-
Other revenues	1,489,720	-	416,861	39,393	317,525	1,112	1,455,811	71
	1,489,720	1,591,509	2,439,412	39,393	441,200	64,112	1,566,555	203,709
Total program revenues	\$ 8,057,415	\$ 3,939,677	\$ 5,004,042	\$ 547,220	\$ 909,686	\$ 65,563	\$ 1,700,135	\$ 203,709

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.  
AND  
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS**

**2020 - 2021**

Kevin Sheppard, Chair, Director, Manchester Public Works  
Term 6 yrs. 10/2016-9/2022

Elaine Michaud, Vice Chair, Retired Partner, Devine Millimet  
Term 6 months. 5/2021-10/2021

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management  
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School  
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.  
Term 6 yrs. 1/2019-9/2024

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, Director of Human Resources, New England College  
Term 6 yrs. 10/2017-9/2023

Philip Hastings, IT Consultant  
Term 6 yrs. 10/2015-9/2021

Jaime Hoebeke, Division Head, Manchester Health Dept.  
Term 6 yrs. 10/2015-10/2021

Christina Mellor, Interior Designer, Lavallee Brensinger Architects  
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC  
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center  
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock  
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System  
Term 6 yrs. 10/2016-9/2022



**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

## DAWN THOMAS

### PROFESSIONAL EXPERIENCE

#### **The Mental Health Center of Greater Manchester**

##### *Residential Supervisor*

Manchester, NH  
September 2017 – Present

- Staff supervision and management.
- Health and Safety Management for staff and residents
- Supporting resident in the quest for independent living
- Attending Team management meetings to work cooperatively to deliver the best services for our residents, alongside their case management team.

#### **Emagination Computer Camps**

##### *Camp Director*

Salem, NH  
March 2015 – Present

- Designed and implemented a variety of training programs including those concerning customer service, diversity, evaluation systems, emergency procedures, PC usage in the workplace, workplace safety & risk management, community health & safety and outdoor skills Manage an annual budget exceeding \$250,000
- Design and implement training programs for over 100 staff members over 5 States and 3 Programs
- Logistics and Program development for all locations and programs year round
- Directed Residential Camp located at Boston College location

#### **Big Brothers Big Sisters of Greater Manchester**

##### *Program Manager*

Manchester, NH  
May 2013 – Oct 2014

- Craft the program's objectives and prepare action plans in relation to those short and long term goals
- Research potential sponsors and directing staff to contact them accordingly
- Increased the numbers of youth being served in one-to-one mentoring relationships
- Interviewed, performed multi-layer background checks and reference calls for all volunteers
- Supervise 2 P/T employees as well as interns
- Outreach and recruitment of volunteers as well as youth for program options
- Work with Site liaisons to deliver effective mentoring programs within Schools, Businesses and other Non-Profits.

#### **Falling Waters Experiential Education**

##### *Co-Creator, Trainer and Consultant*

NH, USA & Wirral, United Kingdom  
January 2005-2013

- Trained camp staff in a variety of certification courses, CPR, First Aide, Lifeguarding, Waterfront Lifeguarding
- Ropes Course low and high element training courses offered, team building.
- Canoe, kayak small craft safety and Sailing training courses offered.
- American Red Cross Certifications or Documented hours as needed for ACA

#### **Girl Scouts of the Green and White Mountains**

##### *Manager, Camp Pathway*

Bedford, NH  
October 2010 – August 2012

- Designed and implemented a variety of training programs including those concerning customer service, diversity, evaluation systems, emergency procedures, PC usage in the workplace, workplace safety & risk management, community health & safety and outdoor skills Manage an annual budget exceeding \$100,000
- Design and implement training programs for over 250 staff members
- Spearheaded an effort toward experiential curricula geared to service unique learning characteristics
- Organized and physically assisted with all rock wall and high ropes courses

#### **Girls Inc of NH**

##### *Program Coordinator*

Manchester, NH  
February 2010-October 2010

- Provided effective customer complaint resolution via phone and in person
- Managed the office calendar of events, ensuring accuracy and punctuality of attendees
- Planned and delivered curriculum for youth aged 5-16 years old
- Maintained state licensing levels of staff coverage for facility

## **EDUCATION**

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**Southern New Hampshire University, Manchester, NH**  
**Masters of Science; Clinical Mental Health Counseling. Estimated Completion February 2020**  
**Southern New Hampshire University, Manchester, NH**  
**Bachelor of Science; Psychology: May 2016**  
**Liverpool John Moores University, Liverpool, England (40 credits attained)**  
**Master of Arts, Outdoor & Environmental Education & Management Development, 2007**  
**Manchester Metropolitan University, Liverpool, England**  
**Bachelor of Arts, Leisure Management (Outdoor Activities), 2006**

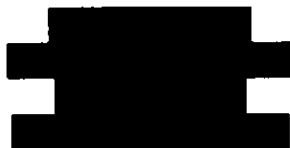
## **SKILLS AND ACTIVITIES OF INTEREST**

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**Computer Skills:** Proficient in the use of the Microsoft Office Suite  
**Certifications:** American Red Cross First Aid / CPR / AED Certification, Mental Health First Aid for Youth. Mandatory Reporter Training, Developing your Leadership Potential American Camp Association, High Performance Leadership University of New Hampshire.

**Awards & Activities of Interest:** Welsh Canoeing Association Two-Star Canoe Award, Central Council of Physical Recreation Community Sports Leader Award, Project Learning Tree Instructor Training, Project WILD / WILD Aquatic Instructor Training, Low ropes course facilitation and belay facilitation for rock wall and high ropes

## **Timothy J Larochelle**



### **Objective**

To obtain the Coordinator of Residential Services position to help the Mental Health Center of Greater Manchester continue to provide housing for and to coordinate the best care for consumers in their Residential Program, Housing Outreach Team and Housing Bridges Program.

### **Work Experience**

**Hillsborough County Nursing Home Dietary Department** **2007-2013**

**Goffstown, NH**

- Receiving deliveries, stocking shelves, organizing storage
- Helping with food preparation and cooking
- Setting up meal trays for residents

**Mental Health Center of Greater Manchester Residential Specialist** **2013-2016**

**Manchester, NH**

- Coordinating physical and mental wellness care for 12 consumers living in one of the residences at the Mental Health Center of Greater Manchester
- Supporting consumers in community integration
- Advocating for consumers to get their needs met
- Supporting consumers through crisis
- Assisting consumers with tending to Activities of Daily Living
- Monitoring daily medications
- Documenting services
- Filling in for supervisors at Treatment Team meetings to problem solve concerns for consumers

**Mental Health Center of Greater Manchester Residential Supervisor** **2016-Present**

**Manchester, NH**

- Managing staff and consumers at a 16-bed residence at the Mental Health Center of Greater Manchester
- Supervising staff and monitoring deliverable services to consumers
- Leading Residential group supervisions
- Providing staffing and supervisory coverage at the other two residences on an as needed basis

## Timothy J Larochelle



- Attending Treatment Team meetings to problem solve concerns for consumers
- Working alongside Treatment Teams to identify goals for consumers to work on through their time in the Residential Program
- Maintaining spending budget
- Ordering and managing office supplies
- Supporting consumers in community integration
- Advocating for consumers to get their needs met
- Supporting consumers through crisis
- Assisting consumers with tending to Activities of Daily Living
- Monitoring daily medications
- Documenting services

### Education

University of New Hampshire at Manchester, Manchester, NH

2009-2013

- Graduated *Magna Cum Laude* with Bachelor of Arts in Psychology

### Trainings

- Cognitive Behavioral Therapy
- CPR/First Aid Certified
- Crisis Prevention and Intervention
- Dialectical Behavioral Therapy
- Illness Management and Recovery
- Integrated Treatment for Co-Occurring Disorders
- Mindfulness
- Motivational Interviewing

**PATRICIA CARTY, MS, CCBT**  
Executive Vice President/Chief Operating Officer

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**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

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**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.

## **CURRICULUM VITAE**

**Diane R. DiStaso** [REDACTED]

### **EDUCATION**

M.Ed. in Counseling; Notre Dame College, Manchester, N.H. – 1986

B.S. in Social Work; Stockton State College, Pomona, N.J. – 1979

### **CERTIFICATIONS**

Certified Cognitive Behavioral Therapist (CCBT)

### **PROFESSIONAL EXPERIENCE**

#### **January 2021-present: MHCGM Manchester NH**

##### **Division Director : Community Support Services:**

**Division budgetary and Program oversight for CSS: Supervision of all Coordinators, medical staff.**

##### **2018 – 2021: MHC-GM – Manchester, New Hampshire**

*Community Support Services, Assistant Division Director*

Program and budgetary oversight of NEC, Level 2 Intake team, CCP, and Nursing staff. Supervision of Coordinators of NEC, Intake, Physicians, APRN and Nursing staff. Assist Division Director with oversight of both Clinical Case Management Team, ACT Teams, and Community Support Teams. Participates on various committees within the agency including the initial programming of the Zero Suicide Initiative. Trainer/Educator in DBT, Zero Suicide and CPT.

##### **2012 – 2018: MHC-GM – Manchester, New Hampshire**

*Coordinator of North End Counseling*

Supervision of an expanding team of psychotherapists with emphasis on CBT, DBT, PE and CPT. Trainer/Educator for DBT, Zero Suicide and CBT. Supervision also included Assistant Coordinator of NEC, Psychiatrists and Psychiatric Nurse Practitioners. Oversight of Programing and Development.

##### **1999 – 2012: MHC-GM – Manchester, New Hampshire**

*North End Counseling Coordinator Level 2/3 Out-patient Services*

Supervision of 14 clinicians with emphasis on CBT, DBT and Trauma Recovery. Supervision also includes the Assistant Coordinator of Level 2/3 Out-patient services as well as a Psychiatric Nurse Practitioner. Ongoing development of specialized programs for clients suffering from Personality Disorders, PTSD and Eating Disorders. DBT skills trainer and mentor. Assisted in development of training for other agencies on how to integrate DBT into a Community Mental Health Center.

##### **1998 - 1999: MHC-GM - Manchester, New Hampshire**

*North End Counseling Team Leader/Therapist*

Coordinate team coverage and clinical direction. DBT mentor, therapist and skills trainer. Assist with ongoing development of specialized treatment focused on client's with Personality Disorders and PTSD.

##### **1995 - 1998 - MHC-GM, Manchester, New Hampshire**

*Community Supportive Services Team Leader/Clinical Case Manager*



Reaching for Autonomy Program. Coordinate team coverage and clinical direction. Individual and group therapy focusing on cognitive behavioral change. Assisted in the development of the Dialectical Behavioral Therapy program.

**1989 - 1998: MHC-GM - Manchester, New Hampshire**

*Community Support Program, Outpatient Department*

Clinical Case Manager: Individual and family therapy. Case management, community support and advocacy.

**1987 - 1989: MHC-GM, Manchester, New Hampshire**

*Case Manager: Restorative Partial Hospitalization Program*

Case management, individual and group counseling, advocacy and community support. Supervisor of college interns.

**1980 - 1987: Rockingham County Family Planning, Derry, New Hampshire**

*Social Worker/Community Health Educator*

Crisis intervention; pregnancy, incest, rape. Counseling on issues of women's health care and sexual dysfunction. Sex and health education for students and groups. Program planning and design for special-needs populations. Administration

**CONTRACTOR NAME:**

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.  
RESIDENTIAL HOUSING – MANCHESTER STREET PROPERTY**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary Amount Paid from this Contract</b>
DAWN THOMAS	Coordinator - Residential	\$ 23,454.29
TIMOTHY LAROCHELLE	Supervisor	\$ 46,259.20
PATRICIA CARTY	Executive VP / COO	\$ 117.31
DIANE DISTASO	Division Director - CSS	\$ 9,030.22

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Lori A. Shilbrette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION FOR BEHAVIORAL HEALTH**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by \$6,285,780 from \$9,998,650 to \$16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$161,533	Total Current Shared Price Limitation \$7,288,975	\$ 7,450,508	\$ 93,472	Total shared Price Limitation \$ 4,486,300	\$12,030,280
West Central Services, Inc. (d/b/a West Central)	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	\$506,655		\$ 7,795,630	\$ 438,594		\$12,720,524
Riverbend Community Mental Health Center, Inc.	\$408,605		\$ 7,697,580	\$ 266,477		\$12,450,357
Monadnock Family Services	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Community Council of Nashua, N.H.	\$416,612		\$ 7,705,587	\$ 267,100		\$12,458,987

d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 268,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### **EXPLANATION**

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

Community Mental Health Centers will continue providing services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support and case management services, bridging the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher.

The average wait time for a Housing Choice Voucher is nine (9) to 11 years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years. Services are provided within individual's home communities and include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Department will continue monitoring contracted services using the following performance measures:

- Percentage of individuals receiving housing services as requested within 14 days of referral.
- Percentage of individuals housed within 30 days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that are investigated and closed within 15 days of receipt of the complaint.
- Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Corrections will not have the resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner

**Department of Health and Human Services  
FINANCIAL DETAILS**

**05-96-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$438,594	\$0	\$438,594
2022	102/500731	Contracts for Program Services	92204117	\$0	\$438,594	\$438,594
Sub-total				\$506,655	\$438,594	\$945,249

**Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Monadnock Family Services (Vendor Code 177610-B005)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Community Council of Nashua, NH (Vendor Code 154112-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$267,100	\$0	\$267,100
2022	102/500731	Contracts for Program Services	92204117	\$0	\$267,100	\$267,100
Sub-total				\$416,612	\$267,100	\$683,712

**The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

Community Partners of Stafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

Grand Total      \$9,998,650      \$6,285,780      \$16,284,430

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,450,357.
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

*WHL*

06/22/21



7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/23/2021

Date

DocuSigned by:

Katja Fox

EN50C804C83442

Name: Katja Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

6/22/2021

Date

William T. Rider

Name: William T. Rider

Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/24/2021

Date

DocuSigned by:



DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

*WMP*  
06/22/21

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.5.1.1. Guardian or other involved family member, as appropriate.
    - 2.5.1.2. Referring agent.
    - 2.5.1.3. Representative payee.
    - 2.5.1.4. Natural Supports.
    - 2.5.1.5. Identified mental health center representative.
  - 2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.5.2.1. Tenant rights and obligations.
    - 2.5.2.2. Annual recertification needs.
    - 2.5.2.3. The role of landlords.
  - 2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.
  - 2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
    - 2.5.5.1. Benefits eligibility and status.
    - 2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
      - 2.5.5.2.1. Supportive services.
      - 2.5.5.2.2. Substance use disorder treatment.
      - 2.5.5.2.3. Behavioral health care; psychiatric health care.
      - 2.5.5.2.4. Primary and medical health care.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
- 2.6.1. Obtaining the individual's housing history.
  - 2.6.2. Assessing the individual's housing and community of choice preferences.
  - 2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.6.5.1. Providing information to complete credit checks.
    - 2.6.5.2. Providing references.
    - 2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.
  - 2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
  - 2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
  - 2.6.8. Ensuring the individual understands fair housing laws.
  - 2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
    - 2.6.9.1. Security deposits.
    - 2.6.9.2. Securing utilities.
    - 2.6.9.3. Obtaining furniture.
    - 2.6.9.4. Purchasing groceries.
  - 2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

*WHL*  
06/22/21

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

- 2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.6.12.1. Security deposit financial assistance.
  - 2.6.12.2. Assistance with utility payments.
  - 2.6.12.3. Assistance with applying for food stamps.
  - 2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.
- 2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:
  - 2.8.1. Assistance with:
    - 2.8.1.1. Accessing food needs to decrease food insecurity.
    - 2.8.1.2. Finding donations for and linkage to apartment furnishing.
    - 2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
    - 2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
    - 2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
    - 2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

*WJC*  
*06/22/21*

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.8.1.7.1. Peer support agencies.
  - 2.8.1.7.2. Faith-based groups.
  - 2.8.1.7.3. Transportation services.
  - 2.8.1.7.4. Primary care services.
  - 2.8.1.7.5. Homemaker/personal care services.
  - 2.8.1.7.6. Legal aid.
- 2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.
- 2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.10.1. Treatment team meetings;
  - 2.10.2. Assertive Community Treatment (ACT) team meetings;
  - 2.10.3. Discharge planning meetings when the individual is leaving:
    - 2.10.3.1. New Hampshire Hospital;
    - 2.10.3.2. A Designated Receiving Facility;
    - 2.10.3.3. Glenclyff Home; or
    - 2.10.3.4. Transitional Housing Supports;
  - 2.10.4. Self-observations;
  - 2.10.5. Feedback from landlords; and
  - 2.10.6. The Contractor's employed community-based staff.
- 2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.14. The Contractor shall assist landlords and property managers involved with HBSP by:
- 2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.
  - 2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
  - 2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
  - 2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
  - 2.14.6. Ensuring timely HBSP voucher payments to landlords.
- 2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
- 2.15.1. Income verification.
  - 2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.15.3. Inspection of the unit.
- 2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

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06/22/21

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

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*06/22/21*

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Phoenix System**

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

- 3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

- 3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

*MR*  
06/24/21

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
- 3.3.1. All data is formatted in accordance with the file specifications;
- 3.3.2. No records will reject due to illegal characters or invalid formatting; and
- 3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 3.4. The Contractor shall meet the following data entry standards:
- 3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
- 3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
- 3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**4. Staffing**

- 4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

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*06/22/24*

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**5. Reporting**

- 5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 5.2. The Contractor shall notify the Department, in writing, each month of:
  - 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 5.2.2. The names of individuals who have passed away, and the date of their passing.
  - 5.2.3. The date an individual signs a lease, including date of move-in.
  - 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 5.3.1.1. Transportation.
    - 5.3.1.2. Substance use disorder services.
    - 5.3.1.3. Access to mental health services;
    - 5.3.1.4. Access to medical healthcare.

*WTR*  
*06/22/21*

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 5.3.1.5. Unit safety.
- 5.3.1.6. Permanent housing transition;
- 5.3.1.7. Financial hardship.
- 5.3.2. Barriers experienced by the Contractor.
- 5.3.3. Resolutions of barriers experienced by the individual and the Contractor.
- 5.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**6. Performance Measures**

- 6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 6.2. The performance measures will be designated to evaluate:
  - 6.2.1. Percentage of individuals receiving housing services.
  - 6.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 6.2.3.1. Individuals who have experienced homelessness;
    - 6.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 6.2.3.3. Individuals who were incarcerated; and
    - 6.2.3.4. Individuals who were admitted to NHH.
  - 6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

*MAK*  
06/22/21

**Original Period: LFYIS July 1, 2001 - June 30, 2021**

The Internet Health Center of Orem HealthCenter, Inc.  
83-2005-004-01-40485-07-AB2  
Exhibit B-3, Appendix B3  
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### Consumer Goods

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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by \$1,354,971 from \$8,643,679 to \$9,998,650 of which \$7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	\$158,800	Total Shared Price Limitation \$8,519,975	\$6,678,775	-\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
West Central Services d/b/a West Central Behavioral Health	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	\$158,800		\$6,678,775	\$347,855			\$7,795,630
Riverbend Community Mental Health, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 4

Monadnock Family Services	\$158,800	Total Shared Price Limitation \$8,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
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.	\$331,628		\$8,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,898,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

#### EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the


His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shabinette".

Lori A. Shabinette  
Commissioner

## FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-8004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## West Central Services DBA West Central Behavioral Health (Vendor Code 177634-8001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$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 154480-0001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$347,855	\$438,594
Sub-total				\$158,800	\$347,855	\$506,655

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$76,979	\$266,477
Sub-total				\$331,626	\$76,979	\$408,605

## Monadnock Family Services (Vendor Code 177310-8005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Community Council of Nashua, NH (Vendor Code 154112-8001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$199,340	\$67,780	\$267,100
Sub-total				\$348,852	\$67,780	\$416,612

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-8001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$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 Stafford County (Vendor Code 177278-R002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

Total Family Support Services \$2,123,704 \$585,971 \$2,709,675

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,602,875	\$0	\$2,602,875
2021	102/500731	Contracts for Program Services	92234117	\$3,717,300	\$769,000	\$4,486,300
Sub-total				\$6,319,975	\$769,000	\$7,288,975

Grand Total \$8,643,679 \$1,354,971 \$9,998,650

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1<sup>st</sup> Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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

**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**

10/8/2020

Date \_\_\_\_\_

- DocuSigned by:

Katja Fox

~~FOUO~~ 680401342

**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:

A handwritten signature in black ink, appearing to read "C. Pinos".

DP-AB07E3C4AE

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 Stability Program Services											
Budget Period: FY21 (July 1, 2020 - June 30, 2021)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect
1. Total Salary/Wages	\$ 185,432.00	\$ -	\$ 185,432.00	\$ -	\$ -	\$ -	\$ 185,432	\$ -	\$ -	\$ 185,432.00	\$ -
2. Employee Benefits	\$ 49,850.00	\$ -	\$ 49,850.00	\$ -	\$ -	\$ -	\$ 49,850	\$ -	\$ -	\$ 49,850.00	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000.00	\$ -
8. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 800.00	\$ -
9. Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ 8,000.00	\$ -
10. Contingency	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500.00	\$ -
11. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800	\$ -	\$ -	\$ 2,800.00	\$ -
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ 800.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ 900.00	\$ -
Insurance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000.00	\$ -
12. Software	\$ 1,243.00	\$ -	\$ 1,243.00	\$ -	\$ -	\$ -	\$ 1,243	\$ -	\$ -	\$ 1,243.00	\$ -
13. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ -	\$ 1,800.00	\$ -
15. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Other (USDA/CDC Grants mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Critical Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000.00	\$ -
17. Admin	\$ -	\$ 28,351	\$ 28,351	\$ -	\$ -	\$ -	\$ -	\$ 28,351	\$ -	\$ -	\$ 28,351
<b>TOTAL</b>	<b>\$ 237,827</b>	<b>\$ 28,351</b>	<b>\$ 266,178</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 237,827</b>	<b>\$ 28,351</b>	<b>\$ 266,178</b>	<b>\$ 237,827</b>	<b>\$ 28,351</b>

Indirect As A Percent of Direct



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021, 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 2 of 4

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

#### EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hé-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individual is placed on the Housing Choice Voucher wait list to when the individual is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2-3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is \$715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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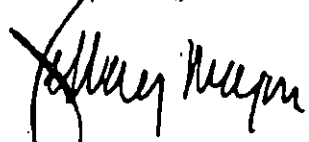
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers  
Commissioner

## Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
		Subtotal		\$331,626

## Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
		Subtotal		\$348,852

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
		Subtotal		\$331,626



## Financial Details

## Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800

## CLM Center of Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
		Subtotal		\$158,800
Total Family Support Services				\$2,123,704

## Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
		Subtotal		\$6,519,975

FORM NUMBER P-37 (version 5/8/15)




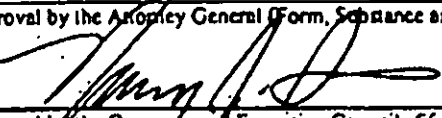
Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-07)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	
1.13 Acknowledgement: State of <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 she 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 <u>Kristen Kraunelis, Justice of the peace</u>			
1.14 State Agency Signature  Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory <u>K. 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>8/6/19</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.

**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.

*[Signature]*  
7/30/19

**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.

*WA*  
7/30/19



**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.

*WJH*  
7/26/19

**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.

*WJH*  
7/30/19

**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.

*WML*  
7/30/19

**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.

WML

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 (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*WAP*  
7/30/19

**Exhibit B-1 Budget**

New Hampshire, Department of Health and Human Services				Contractor: Liberty Systems				Funding by: State of New Hampshire			
Contractor: The World Health Center of Greater Manchester											
Budget Request for: Housing Strategy Program Services.											
Budget Police: 07/01 (October 1, 2019 to June 30, 2020)											
Line Item	Total Program Costs			Contractor: Liberty Systems			Funding by: State of New Hampshire			Total	
	Amount	Percent	YTD	Amount	Percent	YTD	Amount	Percent	YTD		
1. Total Salary/Supplies	\$1,173,000	0	\$1,173,000				\$1,173,000	0	\$1,173,000	\$1,173,000	
2. Materials/Supplies	25,179.00	0	25,179.00				25,179.00	0	25,179.00	25,179.00	
3. Travel											
4. Equipment											
5. Rent											
6. Food and Lodging											
7. Professional Services	120.00	0	120.00				120.00	0	120.00	120.00	
8. Other											
9. Materials											
10. Travel											
11. Equipment											
12. Rent	400.00	0	400.00				400.00	0	400.00	400.00	
13. Food and Lodging	3,824.00	0	3,824.00				3,824.00	0	3,824.00	3,824.00	
14. Professional Services	712.00	0	712.00				712.00	0	712.00	712.00	
15. Other											
16. Materials	1,816.00	0	1,816.00				1,816.00	0	1,816.00	1,816.00	
17. Travel	179.00	0	179.00				179.00	0	179.00	179.00	
18. Equipment											
19. Rent	11,184.00	0	11,184.00				11,184.00	0	11,184.00	11,184.00	
20. Food and Lodging	1,424.00	0	1,424.00				1,424.00	0	1,424.00	1,424.00	
21. Professional Services	120.00	0	120.00				120.00	0	120.00	120.00	
22. Other	897.00	0	897.00				897.00	0	897.00	897.00	
23. Materials											
24. Travel											
25. Equipment											
26. Rent											
27. Food and Lodging											
28. Professional Services											
29. Other											
30. Materials											
31. Travel											
32. Equipment											
33. Rent											
34. Food and Lodging											
35. Professional Services											
36. Other											
37. Materials											
38. Travel											
39. Equipment											
40. Rent											
41. Food and Lodging											
42. Professional Services											
43. Other											
44. Materials											
45. Travel											
46. Equipment											
47. Rent											
48. Food and Lodging											
49. Professional Services											
50. Other											
51. Materials											
52. Travel											
53. Equipment											
54. Rent											
55. Food and Lodging											
56. Professional Services											
57. Other											
58. Materials											
59. Travel											
60. Equipment											
61. Rent											
62. Food and Lodging											
63. Professional Services											
64. Other											
65. Materials											
66. Travel											
67. Equipment											
68. Rent											
69. Food and Lodging											
70. Professional Services											
71. Other											
72. Materials											
73. Travel											
74. Equipment											
75. Rent											
76. Food and Lodging											
77. Professional Services											
78. Other											
79. Materials											
80. Travel											
81. Equipment											
82. Rent											
83. Food and Lodging											
84. Professional Services											
85. Other											
86. Materials											
87. Travel											
88. Equipment											
89. Rent											
90. Food and Lodging											
91. Professional Services											
92. Other											
93. Materials											
94. Travel											
95. Equipment											
96. Rent											
97. Food and Lodging											
98. Professional Services											
99. Other											
100. Materials											
101. Travel											
102. Equipment											
103. Rent											
104. Food and Lodging											
105. Professional Services											
106. Other											
107. Materials											
108. Travel											
109. Equipment											
110. Rent											
111. Food and Lodging											
112. Professional Services											
113. Other											
114. Materials											
115. Travel											
116. Equipment											
117. Rent											
118. Food and Lodging											
119. Professional Services											
120. Other											
121. Materials											
122. Travel											
123. Equipment											
124. Rent											
125. Food and Lodging											
126. Professional Services											
127. Other											
128. Materials											
129. Travel											
130. Equipment											
131. Rent											
132. Food and Lodging											
133. Professional Services											
134. Other											
135. Materials											
136. Travel											
137. Equipment											
138. Rent											
139. Food and Lodging											
140. Professional Services											
141. Other											
142. Materials											
143. Travel											
144. Equipment											
145. Rent											
146. Food and Lodging											
147. Professional Services											
148. Other											
149. Materials											
150. Travel											
151. Equipment											
152. Rent											
153. Food and Lodging											
154. Professional Services											
155. Other											
156. Materials											
157. Travel											
158. Equipment											
159. Rent											
160. Food and Lodging											
161. Professional Services											
162. Other											
163. Materials											
164. Travel											
165. Equipment											
166. Rent											
167. Food and Lodging											
168. Professional Services											
169. Other											
170. Materials											
171. Travel											
172. Equipment											
173. Rent											
174. Food and Lodging											
175. Professional Services											
176. Other											
177. Materials											
178. Travel											
179. Equipment											
180. Rent											
181. Food and Lodging											
182. Professional Services											
183. Other											
184. Materials											
185. Travel											
186. Equipment											
187. Rent											
188. Food and Lodging											
189. Professional Services											
190. Other											
191. Materials											
192. Travel											
193. Equipment											
194. Rent											
195. Food and Lodging											
196. Professional Services											
197. Other											
198. Materials											
199. Travel											
200. Equipment											
201. Rent											
202. Food and Lodging											
203. Professional Services											
204. Other											
205. Materials											
206. Travel											
207. Equipment											
208. Rent											
209. Food and Lodging											
210. Professional Services											
211. Other											
212. Materials											
213. Travel											
214. Equipment											

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Exhibit B-3 Budget

Operating Budget Authority Program Services				New Hampshire Department of Health and Human Services					
Community Health Center of Greater Manchester									
Budget Request for Operating Budget Authority Program Services									
Budget Period: FY201 (July 1, 2020 - June 30, 2021)									
Line Item	Total Program Cost			Community Health Center			Total Program Cost		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	118,334.00		118,334.00				118,334.00		118,334.00
2. Contract Services	24,828.00		24,828.00				24,828.00		24,828.00
3. Commodities									
4. Equipment									
5. Travel									
6. Food and Beverages									
7. Information Technology	1,800.00		1,800.00				1,800.00		1,800.00
8. Research									
9. Educational									
10. Lab									
11. Pharmacy									
12. Office									
13. Travel	8,100.00		8,100.00				8,100.00		8,100.00
14. Insurance	750.00		750.00				750.00		750.00
15. Contract Services	8,100.00		8,100.00				8,100.00		8,100.00
16. Location	750.00		750.00				750.00		750.00
17. Printing									
18. Audit and Legal	150.00		150.00				150.00		150.00
19. Insurance	1,800.00		1,800.00				1,800.00		1,800.00
20. Food and Beverage	1,800.00		1,800.00				1,800.00		1,800.00
21. Information Technology	1,800.00		1,800.00				1,800.00		1,800.00
22. Software									
23. Marketing/Communications									
24. Staff Education and Training	1,800.00		1,800.00				1,800.00		1,800.00
25. Research/Pharmaceuticals									
26. Other (Specify growth expenditure)									
27. General Research Grant	800.00		800.00				800.00		800.00
28. Admin									
TOTAL	135,112.00		135,112.00				135,112.00		135,112.00
Submitted By: A. B. Berman				Date: 1/15/21					

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 7/31/19



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 regulation's) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials

Date

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7/30/14

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

Initials: *[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

Exhibit C - Special Provisions

Contractor Initials

Date

7/30/19

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/pdf/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

*MLU*  
*7/30/19*

New Hampshire Department of Health and Human Services  
Exhibit C



- 19.4. Provide to OHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. OHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
7/30/19

New Hampshire Department of Health and Human Services  
Exhibit C-1



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available. If ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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7/30/19

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 GRANTEEES 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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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

William Rider  
Name: William Rider  
Title: President/CEO

WR  
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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-4.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19

Date

  
Name: William Rider  
Title: President / CEO

Exhibit E - Certification Regarding Lobbying

Page 1 of 1

Vendor Initials

Date

  
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

*[Signature]*  
7/30/19

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 (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: 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, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Vendor Initials

*WTR*

6/27/14  
Rev. 10/2/14

Page 1 of 2

Date 7/30/19

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 Mental Health Center of Greater  
Manchester

7/30/19

Date

  
Name: William Rider  
Title: President / CEO

Exhibit G


Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations, and Whistleblower protections

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Rev. 10/21/14

Page 2 of 2

Vendor Initials

Date

  
7/30/19

New Hampshire Department of Health and Human Services  
Exhibit M



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

William Rider  
Name: William Rider  
Title: President / CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/20/14

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Vendor initials

*WPA*  
Date 7/30/19

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2). Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 3 of 6

Vendor Initials

*WTR*

Date 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

3/2014

Exhibit I  
Health Insurance Portability and  
Accountability Act  
Business Associate Agreement  
Page 4 of 6

Vendor Initials

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.

3/2014

Vendor Initials

Date

7/30/19

New Hampshire Department of Health and Human Services



Exhibit I

- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S. 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.

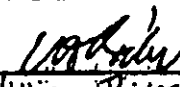
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

  
Name: William Rider  
Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 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(e) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(e); 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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 delegated 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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7/30/19



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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7/30/19

**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

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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/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.

*[Signature]*  
7/30/19

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

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

*[Handwritten Signature]*  
7/30/19

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and


NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$17,684,046
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and

Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health Center at Community Council  
SS-2020-DBH-01-HOUSE-06-A03

A-S-1.0

Page 1 of 4

Contractor Initials   
Date 12/29/2021



Conditions Precedent to Payment.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.
    - 15.1. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation. The amount billed to the Department shall be less client-paid rents.
8. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 16 to read:
  16. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.3., A Place to Live, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2022 through June 30, 2023, and shall be in accordance with the approved line item, as specified in Exhibit B-4, Budget, Amendment #3.
    - 16.1. The Contractor shall submit a detailed budget for approval for the expense line, A Place To Live, in a form satisfactory to the Department, no later than 20 days before July 1, 2022. The detailed budget shall be retained by the Department.
9. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/22/2021

Date

DocuSigned by:

Katja S. Fox

ED0005904C83442

Name: Katja S. Fox

Title: Director

Community Council of Nashua, N.H., d/b/a Greater Nashua  
Mental Health Center at Community Council

12/22/2021

Date

DocuSigned by:

Cynthia L Whitaker

084233A6D20B461

Name: Cynthia L Whitaker

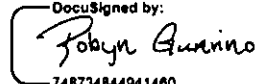
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/23/2021

Date

DocuSigned by:  


Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

**2. Scope of Services**


**2.1. Housing Bridge Subsidy Program**

- 2.1.1. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

The Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health Center  
at Community Council

SS-2020-DBH-01-HOUSE-06-A03

Exhibit A  
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Contractor Initials   
Date 12/22/2021

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

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- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

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2.1.12. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.1.12.1. Assistance with:


- 2.1.12.1.1. Accessing food needs to decrease food insecurity.
- 2.1.12.1.2. Finding donations for and linkage to apartment furnishing.
- 2.1.12.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
- 2.1.12.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
- 2.1.12.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
- 2.1.12.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.
- 2.1.12.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.1.12.1.7.1. Peer support agencies.
  - 2.1.12.1.7.2. Faith-based groups.
  - 2.1.12.1.7.3. Transportation services.
  - 2.1.12.1.7.4. Primary care services.
  - 2.1.12.1.7.5. Homemaker/personal care services.
  - 2.1.12.1.7.6. Legal aid.

2.1.12.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

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- 2.1.13. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glenclyff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.1.16. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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- 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.
- 2.1.18.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues; as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.1.21. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.1.22. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.1.23. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

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- 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.
- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.1.25.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment and

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supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.1.29. Phoenix System

2.1.29.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

2.1.29.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

2.1.29.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

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- 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
- 2.1.29.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 2.1.29.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 2.1.29.3.1. All data is formatted in accordance with the file specifications;
  - 2.1.29.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 2.1.29.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 2.1.29.4. The Contractor shall meet the following data entry standards:
  - 2.1.29.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 2.1.29.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 2.1.29.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent

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(100%) of unique member identifiers shall be accurate and valid.

2.1.29.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.30. Staffing**

2.1.30.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

2.1.30.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

2.1.31.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

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- 2.1.31.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 2.1.31.2. The Contractor shall notify the Department, in writing, each month of:
  - 2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
  - 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
  - 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 2.1.31.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 2.1.31.3.1.1. Transportation.
    - 2.1.31.3.1.2. Substance use disorder services.
    - 2.1.31.3.1.3. Access to mental health services;
    - 2.1.31.3.1.4. Access to medical healthcare.
    - 2.1.31.3.1.5. Unit safety.
    - 2.1.31.3.1.6. Permanent housing transition;
    - 2.1.31.3.1.7. Financial hardship.
    - 2.1.31.3.1.8. Barriers experienced by the Contractor.
  - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.

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2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.

2.1.31.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**2.1.32. Performance Measures**

2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

2.1.32.2. The performance measures will be designated to evaluate:

2.1.32.2.1. Percentage of individuals receiving housing services.

2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.

2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

2.1.32.2.3.1. Individuals who have experienced homelessness;

2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;

2.1.32.2.3.3. Individuals who were incarcerated; and

2.1.32.2.3.4. Individuals who were admitted to NHH.

2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.


**2.2. Supported Housing Bed Expansion**

2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022,

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including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.

- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:
  - 2.2.3.1. Client contributions for clothing, food, and housing.
  - 2.2.3.2. Services to be provided, including specialty services.
  - 2.2.3.3. Priority populations to be served.
  - 2.2.3.4. Referrals and evaluations.
  - 2.2.3.5. Admissions, transfers, and discharges.
  - 2.2.3.6. Emergency response plan.
  - 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.

**2.3. A Place to Live**

- 2.3.1. Effective July 1, 2022, the Contractor shall complete a comprehensive housing assessment tool for all requests for A Place to Live assistance. This tool shall evaluate each individual's household financial needs, legal status, and both immediate and long term housing needs.

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- 2.3.2. Effective July 1, 2022, the Contractor shall utilize the assessment to collaborate with the individual, their treatment team, guardian and natural supports, as applicable, to identify all other housing and assistance programs available, prior to providing any assistance pursuant to this agreement.
- 2.3.3. Effective July 1, 2022, the Contractor shall provide housing assistance to eligible adults who are receiving mental health services at Greater Nashua Community Mental Health Center, including, but not limited to:
  - 2.3.3.1. Rental subsidies to individuals who are not eligible, or remain on the wait list, for other permanent housing vouchers and are homeless or at high risk of becoming homeless. The Contractor shall ensure rental subsidies terminate when the individual receives a permanent housing voucher.
  - 2.3.3.2. One-time financial assistance, when all other available financial assistance options have been exhausted, for:
    - 2.3.3.2.1. Security deposit assistance to individuals who are not otherwise eligible for any other local and state assistance programs;
    - 2.3.3.2.2. Bedbug infestation treatment, biohazard cleanup, and/or waste removal when such conditions are causing acute psychiatric needs to heighten due to the unsafe living condition; and
    - 2.3.3.2.3. Rent arrearages to individuals who are facing eviction due to non-payment of rent in accordance with the individual's lease agreement.
- 2.3.4. Effective July 1, 2022, the Contractor shall ensure individuals who are eligible for permanent housing subsidies remain in good standing on all permanent housing subsidy voucher waitlists.
- 2.3.5. Effective July 1, 2022, the Contractor shall be available to the individual, their treatment team, and guardian, as applicable, to provide support, assistance, and recommendations for all housing related issues that may arise for any individual enrolled in the program.

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- 2.3.6. Effective July 1, 2022, the Contractor shall ensure the individual has access to and delivery of support services as requested and needed that may include, but is not limited to:
  - 2.3.6.1. Accessing food needs to decrease food insecurity.
  - 2.3.6.2. Apartment furnishings.
  - 2.3.6.3. Utility bill assistance.
- 2.3.7. Effective July 1, 2022, the Contractor shall ensure the individual has assistance with applying for all financial benefits for which they are eligible.
- 2.3.8. Effective July 1, 2022, the Contractor shall meet with the Department quarterly, or as otherwise requested by the Department, at a mutually agreeable location to review:
  - 2.3.8.1. The individuals currently receiving funding through the rental housing subsidy; and
  - 2.3.8.2. Each individual's progress toward a permanent housing subsidy, if applicable.
- 2.3.9. Effective July 1, 2022, the Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.3.10. Effective July 1, 2022, the Contractor shall submit monthly progress reports to the Department in a format agreed upon by the Department, no later than the fifteenth (15) business day of the month that specifies:
  - 2.3.10.1. The amount of rental housing subsidy funds expended and the balance of the rental housing subsidy funds remaining;
  - 2.3.10.2. The last name, address, total rent, and subsidy payment amount for each rental payment made; and
  - 2.3.10.3. A description of the use of any rental housing subsidy funds paid for by the Contractor on behalf of the client, other than for a rental payment subsidy, as permissible pursuant to this agreement.

Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health Center at Community Council

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	198,882	\$	185,432	\$	31,450
2. Employee Benefits	\$	58,435	\$	49,830	\$	8,605
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	800	\$	800	\$	-
6. Travel	\$	9,800	\$	9,000	\$	800
7. Occupancy	\$	32,725	\$	1,000	\$	31,725
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	3,872	\$	2,600	\$	1,272
Postage	\$	800	\$	800	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	1,000	\$	1,000	\$	-
Insurance	\$	2,000	\$	2,000	\$	-
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous	\$	1,200	\$	1,200	\$	-
9. Software	\$	1,350	\$	1,350	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,870	\$	1,870	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
Fit Up Expenses	\$	26,500	\$	-	\$	26,500
14. Admin/Indirect	\$	36,004	\$	28,618	\$	7,386
<b>TOTAL</b>	\$	<b>374,838</b>	\$	<b>267,100</b>	\$	<b>107,738</b>

Indirect As A Percent of Direct

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 Exhibit B-3, Amendment #3  
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Contractor Initials CU  
 Date 12/22/2021

Exhibit B-4 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	228,332	\$	165,432	\$	62,900
2. Employee Benefits	\$	67,242	\$	49,630	\$	17,612
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	800	\$	800	\$	-
6. Travel	\$	10,200	\$	9,000	\$	1,200
7. Occupancy	\$	64,450	\$	1,000	\$	63,450
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	5,144	\$	2,600	\$	2,544
Postage	\$	800	\$	800	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	1,000	\$	1,000	\$	-
Insurance	\$	2,000	\$	2,000	\$	-
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous	\$	1,200	\$	1,200	\$	-
9. Software	\$	1,350	\$	1,350	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	1,670	\$	1,670	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
14. Admin/Indirect	\$	43,389	\$	28,618	\$	14,771
15. A Place to Live (detailed budget to be provided)	\$	201,444	\$	-	\$	201,444
<b>TOTAL</b>	\$	<b>631,021</b>	\$	<b>267,100</b>	\$	<b>363,921</b>

Indirect As A Percent of Direct

# State of New Hampshire

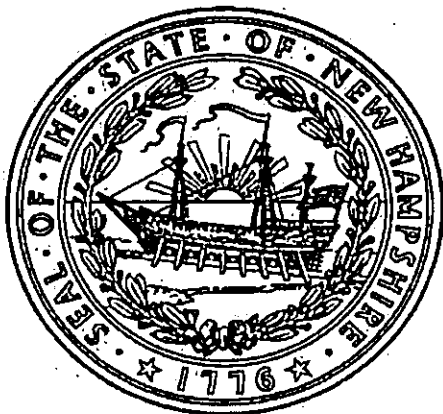
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63050

Certificate Number: 0005369257



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Pamela A. Burns, Board Chair, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on  
December 21, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

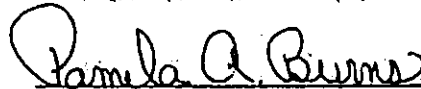
**VOTED:** That Cynthia L. Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into  
contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/21/2021



Signature of Elected Officer

Name: Pamela A. Burns

Title: Board Chair

Greater Nashua Mental Health



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	<b>CONTACT</b> NAME: Kimberly H. Gutekunst, CIC PHONE (A/C, No, Ext): 603-882-2766 E-MAIL: kgx@eatonberube.com ADDRESS: kgx@eatonberube.com														
<b>INSURED</b> The Community Council of Nashua NH, Inc 100 West Pearl Street Nashua NH 03060	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: The Lawson Group</td> <td></td> </tr> <tr> <td>INSURER C: Concord General Mutual</td> <td>20672</td> </tr> <tr> <td>INSURER D: General Star Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: The Lawson Group		INSURER C: Concord General Mutual	20672	INSURER D: General Star Indemnity Co		INSURER E:		INSURER F:	
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INSURER B: The Lawson Group															
INSURER C: Concord General Mutual	20672														
INSURER D: General Star Indemnity Co															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 637945909

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			OPS0070187	11/12/2021	11/12/2022	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 - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			20038992	11/12/2021	11/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028366	11/12/2021	11/12/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000446	1/15/2021	1/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Retro Date: 11/12/1986			IMA380966	11/12/2021	11/12/2022	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 listed as additional insured per written contract

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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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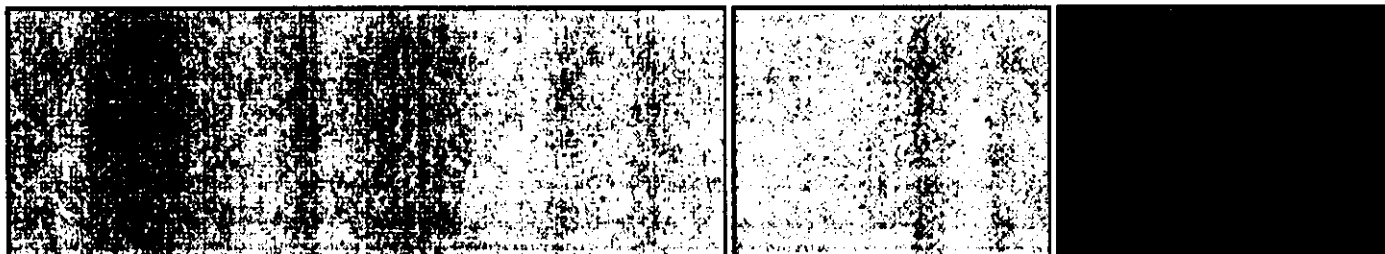
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**Mission Statement of Greater Nashua Mental Health**

Empowering people to lead full and satisfying lives through effective treatment and support.



**FINANCIAL STATEMENTS**

**June 30, 2020**

**(With Comparative Totals for June 30, 2019)**

**With Independent Auditor's Report**





## **INDEPENDENT AUDITOR'S REPORT**

**Board of Directors**  
The Community Council of Nashua, NH, Inc.  
d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Community Council of Nashua, NH, Inc.  
d/b/a Greater Nashua Mental Health  
Page 2

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

## Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

## Other Matter

### *Change in Accounting Principle*

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 28, 2020

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Financial Position**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 6,340,977	\$ 2,450,691
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$376,294 in 2020 and \$868,900 in 2019	2,553,814	1,327,181
Investments	1,817,365	1,853,735
Prepaid expenses	136,015	215,098
Property and equipment, net	<u>2,926,418</u>	<u>3,051,239</u>
Total assets	<u>\$13,774,589</u>	<u>\$ 8,897,944</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 162,440	\$ 575,082
Accrued payroll and related activities	1,340,406	914,303
Estimated third-party liability	18,681	-
Accrued vacation	460,543	372,238
Deferred revenue	4,952	8,930
Notes payable, net of unamortized deferred issuance costs	<u>3,436,488</u>	<u>1,460,491</u>
Total liabilities	<u>5,423,510</u>	<u>3,331,044</u>
Net assets		
Without donor restrictions		
Undesignated	5,988,607	3,195,674
Board designated	<u>2,086,877</u>	<u>2,096,407</u>
Total without donor restrictions	8,075,484	5,292,081
With donor restrictions	<u>275,595</u>	<u>274,819</u>
Total net assets	<u>8,351,079</u>	<u>5,566,900</u>
Total liabilities and net assets	<u>\$13,774,589</u>	<u>\$ 8,897,944</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2020  
(With Comparative Totals for Year Ended June 30, 2019)**

	2020			Total 2019
	Without Donor Restrictions	With Donor Restrictions	Total	
<b>Revenues and support</b>				
Program service fees, net	\$ 14,376,614	\$ -	\$ 14,376,614	\$ 12,100,018
New Hampshire Bureau of Behavioral Health	2,766,795	-	2,766,795	2,708,454
Federal grants	1,600,936	-	1,600,936	305,915
Rental income	6,206	-	6,206	8,886
Contributions and support	129,139	-	129,139	153,665
Other	770,571	-	770,571	462,233
Net assets released from restrictions	3,962	(3,962)	-	-
<b>Total revenues and support</b>	<b>19,654,223</b>	<b>(3,962)</b>	<b>19,650,261</b>	<b>15,739,171</b>
<b>Expenses</b>				
Program services				
Children's and adolescents' services	1,840,661	-	1,840,661	1,880,533
Adult services	4,736,607	-	4,736,607	3,952,548
Elderly services	471,292	-	471,292	513,666
Deaf services	360,585	-	360,585	391,655
Substance abuse disorders	725,636	-	725,636	610,322
Medical services	1,530,051	-	1,530,051	1,572,645
Other programs	1,942,359	-	1,942,359	1,648,908
<b>Total program services</b>	<b>11,607,191</b>	<b>-</b>	<b>11,607,191</b>	<b>10,570,277</b>
General and administrative	5,252,649	-	5,252,649	4,370,159
Development	37,602	-	37,602	40,834
<b>Total expenses</b>	<b>16,897,442</b>	<b>-</b>	<b>16,897,442</b>	<b>14,981,270</b>
<b>Income from operations</b>	<b>2,756,781</b>	<b>(3,962)</b>	<b>2,752,819</b>	<b>757,901</b>
<b>Other income</b>				
Investment return, annual appropriation	41,055	3,962	45,017	40,000
Investment return, net of fees and annual appropriation	(12,158)	1,074	(11,084)	(9,341)
Realized and unrealized (losses) gains on investments	(2,275)	(298)	(2,573)	77,271
<b>Total other income</b>	<b>26,622</b>	<b>4,738</b>	<b>31,360</b>	<b>107,930</b>
<b>Excess of revenues and support and other income over expenses and change in net assets</b>	<b>2,783,403</b>	<b>776</b>	<b>2,784,179</b>	<b>865,831</b>
<b>Net assets, beginning of year</b>	<b>5,292,081</b>	<b>274,819</b>	<b>5,566,900</b>	<b>4,701,069</b>
<b>Net assets, end of year</b>	<b>\$ 8,075,484</b>	<b>\$ 275,595</b>	<b>\$ 8,351,079</b>	<b>\$ 5,566,900</b>

The accompanying notes are an integral part of these financial statements.

## THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 3,545,208	\$ 7,476,020	\$ 1,023,265	\$ 334,929	\$ 267,886	\$ 982,255	\$ 705,634	\$ 14,335,197	\$ 41,417	\$ -	\$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,788	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,764,795
Federal grant	-	672,155	-	-	63,193	-	863,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	<u>3,294</u>	<u>51,892</u>	<u>10,238</u>	<u>-</u>	<u>467,721</u>	<u>18,884</u>	<u>624</u>	<u>552,653</u>	<u>249,276</u>	<u>-</u>	<u>801,931</u>
Total revenues and support and other income	<u>\$ 3,696,000</u>	<u>\$ 8,904,833</u>	<u>\$ 1,033,503</u>	<u>\$ 641,273</u>	<u>\$ 820,762</u>	<u>\$ 1,001,139</u>	<u>\$ 2,292,649</u>	<u>\$ 18,390,159</u>	<u>\$ 1,162,323</u>	<u>\$ 129,139</u>	<u>\$ 19,681,621</u>

The accompanying notes are an integral part of these financial statements.

## THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

## Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 3,696,000	\$ 8,904,833	\$ 1,033,503	\$ 641,273	\$ 820,762	\$ 1,001,139	\$ 2,292,649	\$ 18,380,159	\$ 1,162,323	\$ 129,129	\$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,318	27,103	17,549	40,055	75,771	88,783	581,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	84,344	102,344	376,344	3,852	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,081	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,128	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	488	11,545	-	12,013
Staff	38,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,389	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,691
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,766	-	4,766
Membership dues	504	-	-	-	-	-	3,653	4,157	37,358	50	41,565
Other	-	6,672	-	-	33,893	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	18,897,442
General and administrative allocation	1,074,411	2,518,756	316,842	148,976	294,272	(928,912)	288,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,255,363	788,134	509,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	18,897,442
Change in net assets	\$ 780,928	\$ 1,651,470	\$ 245,369	\$ 133,712	\$ (199,146)	\$ -	\$ 81,414	\$ 2,683,747	\$ (475)	\$ 90,897	\$ 2,784,179

The accompanying notes are an integral part of these financial statements.



**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Statement of Cash Flows**

**Year Ended June 30, 2020  
(With Comparative Totals for Year Ended June 30, 2019)**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 2,784,179	\$ 865,831
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	272,738	265,718
Net realized and unrealized (losses) gains on investments	2,573	(77,271)
Provision for bad debt	804,899	1,763,837
Changes in operating assets and liabilities		
Accounts receivable	(2,031,535)	(1,261,563)
Prepaid expenses	79,083	(37,899)
Accounts payable and accrued expenses	(370,079)	407,847
Accrued payroll and related expenses and vacation	514,408	592,249
Estimated third-party liability	18,681	(950,075)
Deferred revenue	<u>(3,978)</u>	<u>8,930</u>
Net cash provided by operating activities	<u>2,070,969</u>	<u>1,577,604</u>
Cash flows from investing activities		
Purchases of investments	(1,037,608)	(561,223)
Proceeds from the sale of investments	1,071,406	547,987
Purchase of property and equipment	<u>(189,631)</u>	<u>(486,724)</u>
Net cash used by investing activities	<u>(155,833)</u>	<u>(499,960)</u>
Cash flows from financing activities		
Principal payments on notes payable	(77,134)	(91,087)
Borrowings under the Paycheck Protection Program (PPP)	<u>2,052,284</u>	<u>-</u>
Net cash provided (used) by financing activities	<u>1,975,150</u>	<u>(91,087)</u>
Net increase in cash and cash equivalents	3,890,286	986,557
Cash and cash equivalents, beginning of year	<u>2,450,691</u>	<u>1,464,134</u>
Cash and cash equivalents, end of year	<u>\$ 6,340,977</u>	<u>\$ 2,450,691</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ -</u>	<u>\$ 42,563</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2020  
(With Comparative Totals for June 30, 2019)

**Organization**

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

**1. Summary of Significant Accounting Policies**

**Recently Adopted Accounting Pronouncement**

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
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Notes to Financial Statements

June 30, 2020

(With Comparative Totals for June 30, 2019)

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2019 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

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Notes to Financial Statements

June 30, 2020  
(With Comparative Totals for June 30, 2019)

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2020, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2020.

During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owe the MCO's a total of \$18,681.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 28, 2020, which is the date that the financial statements were available to be issued.

**2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

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**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents available for operations	\$ 5,795,870	\$ 1,933,201
Accounts receivable, net	<u>2,553,814</u>	<u>1,327,181</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,349,684</u>	<u>\$ 3,260,382</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 Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2020. See Note 8.

**3. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 80% and 86% of the Organization's net program service fees for 2020 and 2019, respectively. Net revenues from the Medicaid program accounted for approximately 9% of the Organization's net program service fees for 2020 and 2019, respectively.

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**Notes to Financial Statements**

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(With Comparative Totals for June 30, 2019)**

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, from those major sources is as follows:

	<u>2020</u>	<u>2019</u>
Private pay	\$ 2,209,648	\$ 2,126,075
Medicaid	1,385,623	1,884,686
Medicare	1,907,288	1,084,336
Other payers	1,186,399	809,579
Managed care	<u>21,265,156</u>	<u>18,831,992</u>
	<u>27,954,114</u>	<u>24,736,668</u>
Less: Contractual adjustments	(5,048,686)	(4,306,382)
Capitation adjustments	(7,723,915)	(6,566,431)
Provision for bad debt	<u>(804,899)</u>	<u>(1,763,837)</u>
	<u>(13,577,500)</u>	<u>(12,636,650)</u>
Program service fees, net	\$ <u>14,376,614</u>	\$ <u>12,100,018</u>

The decrease in bad debt expense in 2020 as compared to 2019 is primarily due to improved collection efforts as a result of the Organization concentrating on reducing Lapsed Medicaid exposure.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2020</u>	<u>2019</u>
Government grants	58 %	30 %
Private pay	10	24
Medicaid	11	21
Medicare	8	4
Other	6	7
Managed care	<u>7</u>	<u>14</u>
	<u>100 %</u>	<u>100 %</u>

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**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

**4. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2020</u>	<u>2019</u>
Common stocks	\$ 744,873	\$ 738,894
Equity mutual funds	215,908	258,423
U.S. Treasury bonds	503,538	487,623
Corporate bonds	244,045	255,204
Corporate bond mutual funds	<u>109,001</u>	<u>113,591</u>
	<u>\$ 1,817,365</u>	<u>\$ 1,853,735</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 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.



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**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

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>2020</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 744,873	\$ -	\$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	<u>109,001</u>	<u>-</u>	<u>109,001</u>
	<u>\$ 1,573,320</u>	<u>\$ 244,045</u>	<u>\$ 1,817,365</u>
	<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>

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>2020</u>	<u>2019</u>
Land, buildings and improvements	\$ 5,659,096	\$ 5,539,240
Furniture and equipment	338,588	318,374
Computer equipment	285,083	278,083
Software	706,407	706,407
Vehicles	<u>33,191</u>	<u>33,191</u>
	7,022,365	6,875,295
Less accumulated depreciation	<u>(4,095,947)</u>	<u>(3,824,056)</u>
Property and equipment, net	<u>\$ 2,926,418</u>	<u>\$ 3,051,239</u>

THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
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Notes to Financial Statements

June 30, 2020  
(With Comparative Totals for June 30, 2019)

**7. Endowment**

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Interpretation of Relevant Law**

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

**Spending Policy**

Effective for the year ended June 30, 2020, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2020 and 2019, the Board of Directors approved an appropriation of \$45,017 and \$40,000, respectively, to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
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**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2020 and 2019.

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	<b><u>Without Donor Restrictions</u></b>	<b><u>With Donor Restrictions</u></b>	<b><u>Total</u></b>
Donor-restricted endowment funds	\$ -	\$ 275,595	\$ 275,595
Board-designated endowment funds	<u>1,586,877</u>	<u>-</u>	<u>1,586,877</u>
	<u>\$ 1,586,877</u>	<u>\$ 275,595</u>	<u>\$ 1,862,472</u>

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**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2019	\$ 1,596,406	\$ 274,819	\$ 1,871,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	<u>4,904</u>	<u>-</u>	<u>4,904</u>
Endowment net assets, June 30, 2020	\$ <u>1,586,877</u>	\$ <u>275,595</u>	\$ <u>1,862,472</u>

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 changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</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
Amount appropriated 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 COMMUNITY COUNCIL OF NASHUA, NH, INC.  
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**Notes to Financial Statements**

**June 30, 2020**

**(With Comparative Totals for June 30, 2019)**

**8. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate plus 0.00%. Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2020 or 2019. The line of credit agreement has a maturity date of February 28, 2021.

Notes Payable

The Organization had the following notes payable:

	<u>2020</u>	<u>2019</u>
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	\$ 783,536	\$ 836,858
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	601,005	624,817
PPP loan to TD Bank borrowed in April 2020 obtained under a provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. On October 23, 2020, management submitted its application for forgiveness and has yet to receive approval. This loan is unsecured.	<u>2,052,284</u>	<u>-</u>
	3,436,825	1,461,675
Less: unamortized deferred issuance costs	<u>(337)</u>	<u>(1,184)</u>
Total notes payable, net of unamortized deferred issuance costs	<u>\$ 3,436,488</u>	<u>\$ 1,460,491</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

The scheduled maturities on notes payable are as follows:

2021	\$ 917,917
2022	1,302,222
2023	90,972
2024	1,125,714

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

**9. Commitments and Contingencies**

**Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**10. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017, the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2020 and 2019. Expenses associated with this plan were \$282,823 and \$141,033 for the years ended June 30, 2020 and 2019, respectively.

**11. Uncertainty**

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.  
D/B/A GREATER NASHUA MENTAL HEALTH**

**Notes to Financial Statements**

**June 30, 2020  
(With Comparative Totals for June 30, 2019)**

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the CARES Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding



**BOARD OF DIRECTORS 2021**

**ROBERT S. AMREIN, Esquire**

- *Retired: Attorney / Consultant*

Hudson, NH

**RAYMOND BROUSSEAU**

- BAE Systems

Nashua, NH

**PAMELA BURNS – Chair**

- *Dental Hygienist*

Nashua, NH

**ROBERT DORF, DO**

- *Chief Medical Officer  
Southern New Hampshire Health*

Nashua, NH

**CHRISTINE FURMAN**

- *Retired: Financial Management  
(2-Term) NH State Representative*

Hollis, NH

**JONE LABOMBARD – Secretary**

- *Retired Educator*

Hollis, NH

**KAREN LASCELLE, CPA – Treasurer**

- *Certified Public Accountant*

Nashua, NH

**ROBYN MOSES-HARNEY**

- *Vice President of Human Resources,  
PlaneSense, Inc., Portsmouth*

Hudson, NH

**ELIZABETH SHEEHAN**

- *Director, HR Solution Delivery Hub No. America,  
Iron Mountain*

Litchfield, NH



**MARY ANN SOMERVILLE**

Litchfield, NH

- *Retired: Software design, development, support*

**DIANE VIENNEAU - Vice Chair**

Nashua, NH

- *NH Department of Education, Nashua*

**LISA YATES**

Nashua, NH

- *NH Department of Education, Nashua*

**Scott A. Wellman, M.Ed.**

**PROFESSIONAL SUMMARY**

- Clinical Program Development, Management, and Operations
- Integrated Team Management, Recruitment, and Training
- Efficacy Research Manager
- Statistical and Comparative Analysis
- Community Relations and Resource Development
- State Compliance and Fidelity Management

Industries: Health insurance (Medicaid), Community Mental Health, Inpatient Mental Health

**NEW HAMPSHIRE HEALTHY FAMILIES (08/15-Present)**

Develop individual support programs addressing the needs of homeless and at risk health plan members and families. Assessment of the impact of Social Determinants of Health on target population; develop resolutions to individual needs and issues. Coordinate clinical and community resources for integrated care programs.

**GREATER NASHUA MENTAL HEALTH CENTER at COMMUNITY COUNCIL (2008-2015)**

Team Leader/Director, Assertive Community Treatment Program (ACT)  
Developed, implemented, and managed ACT Team to include clinicians, nurse, supported employment specialist, and functional support staff.  
Provided direct client care working with medical staff to address and coordinate treatment plan for the needs of those with severe and persistent mental illness.

**PSYCHIATRIC INSTITUTE at CATHOLIC MEDICAL CENTER (1994-2008)**

**Behavioral Health Educator/Recreation Therapist**  
Inpatient and Partial Hospitalization programs  
Developed and implemented educational programs for adult psychiatric patients including: cognitive behavioral therapy, coping skills, relaxation therapy, and anger management. Lead weekly family education and support group. Coordinate and lead multi-disciplinary treatment team meetings.

**CERTIFIED RECREATION THERAPIST**

**Metropolitan Detroit Michigan Area**

1/91-3/94	Heritage Hospital, Taylor MI. Inpatient adult psychiatric care
5/90-3/94	Burton Ranch Group Home, Novi, MI (independent contract) Group home for individuals with Traumatic Brain Injury.
1/87-12/90	Outer Drive Hospital, Lincoln Park MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.
8/86-12/86	Westland Medical Center, Westland MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.

**Education**

**Master of Education, M.Ed., Health and Wellness Management**  
Plymouth State University, Plymouth New Hampshire. May 2000

**Bachelor of Science, BS, Recreation Administration/Therapeutic Recreation**  
Kansas State University, Manhattan, Kansas, May 1984

**Board Affiliations:**

11/15-present Member, Board of Trustees Family Promise of Southern New Hampshire.  
Chairman Missions Committee

6/14-present Board member, HEARTS Peer Support Center, Nashua, NH

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## Maureen D Magro

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**OBJECTIVE:** A client oriented support and service position serving a wide variety of client needs. Offering extensive knowledge of client service skills. Areas of expertise include: Supervisory Management, Client Interaction and Support, Multitasking, and Staff Support

**EDUCATION** Chandler School for Women, Boston, MA  
**and TRAINING:** Woburn High School, Woburn, Massachusetts  
Various Management and Product Seminars  
EMT Certified, Commonwealth of Massachusetts  
Certified Critical Incident Stress Debriefing (CISD) – Member of the Boston CISD Team  
Human Interaction Training  
CPR Instructor

<b>SKILLS:</b>	<b>Human Interaction</b>	<b>Problem Resolution</b>	<b>Ability to perform under pressure.</b>
	<b>Budget Preparation</b>	<b>Performance Reviews</b>	<b>Multitasking</b>
	<b>Negotiation</b>	<b>Report Preparation</b>	<b>Computer Proficiency</b>
	<b>Team Player</b>	<b>Supervisory abilities</b>	<b>Direct Client Support</b>

**VOLUNTEER:** EMT Volunteer for the Towns of Pepperell and Dunstable, Massachusetts, 1990 through 1997  
Nashua Foundation for Mental Health June 2004 through February 2005  
Member of NAMI

**AWARDS:** Letters of Commendation from the Pepperell Chief of Police and Communications Director, Town of Pepperell, MA

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### **EXPERIENCE:**

**02/05 to Present** Assistant Case Manager – Support Case Managers with day-to-day activities; responsible for mainstreaming and assisting clients in daily living skills; assessing the daily requirements of individual clients; being responsive and sensitive to clients' wants and needs; responsible for transporting clients to various appointments and locations; assisting clients in appropriate job searches and applying for all governmental assistance; teaching basic living and socialization skills including personal and financial accountability; offer feedback on clients' success at public integration and their symptomatic responses; and responsible for attending all staff meetings and suitable trainings.

**12/03 to 05/04** Verizon Communication -Customer Service Representative- Responsible for negotiating new service, processing changes, handling billing inquiries, and matching customer needs with premium Verizon products and services. Handled dissatisfied customers and processed service orders requests. Was responsible for delivery of all mandated verbiage related to Verizon regulatory and legal requirements.

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- 6/03 to 8/03*     **State of Massachusetts – Environmental Laboratory Water Collection**-Responsible for coordination and collection of water samples from Massachusetts State Parks. Interfaced with various Park officials to document sample details and assured timely personal delivery of undisturbed samples to appropriate distant laboratory locations.
- 09/98 to 5/02*     **Zirmat Corp, Customer Service Supervisor** – Supervised 6 Customer service reps and clerical personnel. Implemented and developed plans for poor and top performers. Handled escalation's for dissatisfied customers. Coached representatives on good customer telephone skills.
- 11/91 to 5/98*     **Town Of Pepperell, Enhanced 911 Public Safety Dispatcher**-Responsible for the dispatch and proper response of all emergency 911 dispatches for Police, Fire and Ambulance. Interfaced with numerous town contacts including Highway and Water and Sewer as appropriate. Entered, retrieved, and disseminated criminal arrest records to police officers in the field. Documented all call details in computer database and maintained updates. Coordinated emergency disaster responses to include State Police, State Environmental Protection Agency Hazardous Material Personnel, Emergency Airlifts, the Red Cross, and Fire Marshalls. Interfaced with walk in residences to the Public Safety Center. Utilized EMT certification when needed. Handled irate and difficult complaints from town residences.
- 03/89-5/90*     **Catalog Ventures-Customer Service Sales Representative**- Responsible for processing orders in a sales call center. Assisted customer in placing orders of catalog jewelry. Interfaced with other department to assure timely delivery. Assisted customers in selection of merchandise.
- 7/85 to 12/87*     **Macom- Manager of Contract Negotiations**- Was responsible for the negotiations and terms of individual customer contracts relating to products and services. Managed a staff of 3 clerical and sales support personnel. Worked with legal department to finalize terms and conditions. Socialized strategies with sales about future product contract terms and conditions. Deliver presentations to all levels.
- 8/74 to 7/85*     **Macom- Customer Service Supervisor** Supervised 4 Customer service reps after one year of entering the work force as a customer service representative. Developed methods and procedures to better service customers. Delegated the work load and motivated unit to deliver superior service. Acted as departmental liaison and monitored results.

References upon Request

**Evelyn Marcano**

**STRENGTHS**

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- *Analytical, written, and verbal skills*
- *Motivated team player*
- *Ability to plan, schedule, and facilitate meetings*
- *Manage multiple projects effectively and efficiently*
- *Adaptability and ability to work independently*
- *Computer literate*
- *Organized, and detail-oriented*
- *Bilingual in Spanish and English*

**PROFESSIONAL EXPERIENCE**

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**GNMHC/ Nashua, NH**

*Support Employment Specialist*

*2018-Present*

- Assist individuals with securing employment.
- Work with the clients and treatment team to engage client in of obtaining and retaining employment.
- Prioritized and address client needs, identify available community resources, and local contacts with employers.
- Performs other related duties as requested.

*Bilingual Case Manager*

- Provide direct support, education, and outreach to a caseload of adult recovering from mental disorders.
- Meeting with individuals within their natural environments, coordinating community support systems and services, crisis intervention, education, and assisting in removing barriers to improving functions.
- Perform other related duties as requested.

**WIC- SNHS/ Nashua, NH**

*Clinic Technician*

*2015-Present*

- Completes all procedures for Certification of clients.
- Assist in setting up and cleaning up clinic areas.
- Performs all procedures that involve Food and Voucher issuance, record keeping, transfers and verification and input of all computer data.
- Help with food packing and assisting participants.
- Performs other related duties as requested.

*Translator/Interpreter*

- Translate written materials into Spanish, rewrite material, check translations of technical terms and terminology to ensure that they are accurate and remain consistent throughout translation revisions.
- Interpret phone conversations for English and Spanish clients.
- Interpret information in a variety of different situations.

**Evelyn Marcano**

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**Workplace Success- SNHS/ Nashua, NH**

*Receptionist/Clerk*

*2014-Present*

- Welcomes visitors by greeting them, in person or on the telephone; answering or referring inquiries. Takes and retrieves messages for various personnel.
- Provides callers with information such as address, directions to the location, fax numbers, website and other related information.
- Assists in the ordering, receiving, stocking and distribution of office supplies.
- Assists with other related clerical duties such as photocopying, faxing, filing and collating.
- Maintains safe and clean the room area by complying with procedures, rules, and regulations.
- Maintains continuity among work teams by documenting and communicating actions, irregularities, and continuing needs.
- Contributes to team effort by accomplishing related results as needed.

**American Resource Staffing/ Nashua, NH**

*Job Placement Recruiter*

*July 2008- November 2011*

- Give orientations of best practices for occupational health, safety, or environmental concerns.
- Advise managers and employees on staffing policies and procedures.
- Interview applicants to obtain information on work history, training, education and jobs skills.
- Provide tools and create resumes for potential candidates, and assist job seekers secure training to enhance skills.
- Contact applicants to inform them of employment possibilities, considerations and selections.
- Conduct reference and background checks on applicants.
- Administer drug screenings at the office.
- Perform searches for qualified candidates according to relevant job criteria using computer data basis, networking and internet recruiting resources.
- Hire applicants and authorize paperwork assigning them to positions.
- Prepare and maintain employee records.
- Record payroll timesheets, enter hours into database and send to accounting office for weekly processing.

*Translator/Interpreter*

- Translate written materials into Spanish, rewrite material, check translations of technical terms and terminology to ensure that they are accurate and remain consistent throughout translation revisions.
- Interpret phone conversations for English and Spanish clients.
- Interpret information in a variety of different situations.

**Puerto Rico Housing Department- San Juan, Puerto Rico**

*Administrator*

*July 1992 - August 2006*

- Certified Public Housing Occupancy Manager.
- Supervise all employees from all areas in the projects.
- Collect rent from residents each month, record amounts, report information to head office.
- Complete work orders in less than 24 hours.
- Make monthly reports of accounting, occupancy and maintenance.
- Make daily deposits to the bank for the money collected from the rent.
- Keep records of the residents with all documentation needed according to HUD.
- Prepare correspondence, reports, letters and any other legal documents.
- Manage phone calls, faxes, e-mails and take messages as needed.
- Organize meetings for the Auxiliary Secretary of the Legal Division of Housing Authority.
- Update agendas and daily schedules of Housing legal staff.

**Evelyn Marcano**

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## **EDUCATION**

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- Southern New Hampshire Area Health Education Center, Manchester NH  
*Health Care Community Interpreter (HCC)*
- University of Puerto Rico, Rio Piedras, Puerto Rico  
*2 years in History and General Studies*
- MBTI Business Institute, Santurce, PR  
*Multiple Certifications:*  
*Business Administration*  
*Air Lines and Tourism*  
*Conversational English*  
*Data Entry*
- Colegio Santa Rosa High School, Bayamón, PR  
*Graduate with Honors*



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****3/1/2016 — Present****Nashua, NH**

- Scheduled initial intake meeting with new clients at a variety of locations, including homeless shelters, transitional housing locations, and at client's homes.
- Supported Veterans in the completion of HVRP's comprehensive intake packet, documenting problems and barriers to employment they may be experiencing, such as medical/mental health issues, substance abuse, criminal record history, chronic homelessness.
- Continued and precise documentation of updated information provided by Veterans in the program using all available modes of communications, scheduled appointments, telephone conversations, regular mail, and email.
- Assisted in the collection of 3<sup>rd</sup> 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 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

## Ashlyn Ross

### Objective

To obtain a position supporting the needs of individuals in a community.

### Skill Highlights

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Empathic yet professional</li> <li>• Attention to detail</li> <li>• Motivated to learn and excel</li> <li>• Highly organized with the ability to prioritize</li> </ul> | <ul style="list-style-type: none"> <li>• Adaptable</li> <li>• Enthusiastic</li> <li>• Team/goal oriented</li> <li>• Proficient in MS Office programs including Excel</li> </ul> |
|---|---|

### Major Skill Areas

#### Management Skills

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Plan and execute daily objective</li> <li>• Mentor individuals</li> </ul> | <ul style="list-style-type: none"> <li>• Motivate and support employees</li> <li>• Manage flyers as a marketing project</li> </ul> |
|--|--|

#### Customer Service/Office Skills

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Organize and file paperwork appropriately</li> <li>• Maintain self-control when dealing with difficult or challenging situations</li> </ul> | <ul style="list-style-type: none"> <li>• Motivate and support employees</li> <li>• Scan paper documents electronically</li> </ul> |
|--|---|

#### Communication Skills

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Maintain daily communication with clients</li> <li>• Mentor clients and employees</li> </ul> | <ul style="list-style-type: none"> <li>• Ability to deliver clear and direct messages</li> <li>• Respectful towards clients and employees</li> </ul> |
|---|--|

#### Medical Records

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Review client records (both paper and EMER) to determine if any deficiencies</li> <li>• Compile, process, and maintain medical records of hospital and clinic patients</li> </ul> | <ul style="list-style-type: none"> <li>• Cull records according to the standards set forth in GNMHC clinical policies</li> <li>• Review and understand the most up to date HIPPA and Compliance Regulations</li> </ul> |
|--|--|

### Work History

Greater Nashua Mental Health Center, Volunteer	Nashua, NH	2017-Present
Department of Health and Human Services, Volunteer	Nashua, NH	2016-2016
The Learning Experience, Teacher Assistant	Merrimack, NH	2014-2015
Sunset Heights Elementary, Aide	Nashua, NH	2012-2013
Purple Panther Preschool, Intern	Nashua, NH	2012-2013
Purple Panther Preschool, Aide	Nashua, NH	2011-2012

### Community Involvement

Purple Panther Preschool, Volunteer	Nashua, NH	2012-2013
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### Education

National Career Readiness Certificate <i>Level: Silver</i>	Nashua, NH	2016
Nashua Community College <i>One Year Completed, General requirements</i>	Nashua, NH	2014
Nashua High School South <i>Diploma</i>	Nashua, NH	2013

## GEMMARASH CRUZ POWELL

### OBJECTIVE

A position offering an immediate challenge to make significant contributions in social services with my experience and education to obtain the goals and objectives of the company through effective services effort.

### SUMMARY OF QUALIFICATIONS

- Bilingual; fluent in English and Spanish
- Excellent administrative and organizational skills
- Proficient with Microsoft Office
- Attitude of service as primary sense of duty

### WORK EXPERIENCE

Greater Nashua Mental Health Center, Nashua, NH 2018 - 2019  
**Case Manager / Community Support Services**

- Provide direct support to clients to gain and/or sustain client's current living situation, achieve employment, overall health, wellness and to increase social interactions.
- Case Management Services to set the conditions for mental health treatment, crisis intervention, education and assisting in removing barriers to improving functioning and/or gain to become more independent in connecting with resources.

Doctor Jose Mendez-Coll, San Juan, Puerto Rico. 2013 - 2014  
**Administrative Assistant**

- Responsible for provides, obtaining and including periodic statistic
- Provides technical assistance in web pages to the new and existing patient to enable them make online appointment or ask question
- Maintain a system effective communication between doctors, doctor staff and patient that includes doctor agenda, emails, calls, patient files records constantly updates in the database.

Government Municipalities of Toa Baja, Toa Baja, Puerto Rico. 2005 - 2011  
**Social Worker Technician**

- Offer to the participant professional support services through assesses and interview to know the needs
- Conducted records of cases, evaluated and coordinating clients follow up in person or by phone to ensure and document the required information or service was receive
- Collaboration in family and children crisis intervention offering and maintain confidentiality, action plans, policies and procedures

### EDUCATION

Bayamon Central University, Bayamon, Puerto Rico 2008  
**BA in Social Work**

**Community Council of Nashua, NH, Inc. DBA/Greater Nashua Mental Health****Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary Amount Paid from this Contract</b>
Scott Wellman	Director of Housing and Vocational Services	\$23,400
To Be Hired	Peer Support Specialist	\$20,634
To Be Hired	Housing Specialist	\$41,267
To Be Hired	Senior Accountant (start up only)	\$3,189
Ashlyn Ross	Purchasing Associate (start up only)	\$728
Hayley Silva	Senior Bridge Housing Specialist	\$39,140
Evelyn Marciano	Bridge Housing Specialist	\$38,290
Gemma Cruz-Powell	Bridge Housing Specialist	\$37,350
Maureen Magro	Senior Housing Specialist (FY23 only)	\$42,848

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Lori A. Salbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by \$6,285,780 from \$9,998,650 to \$16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$161,533	Total Current Shared Price Limitation \$7,288,975	\$7,450,508	\$93,472	Total shared Price Limitation \$4,486,300	\$12,030,280
West Central Services, Inc. (d/b/a West Central)	\$161,533		\$7,450,508	\$93,472		\$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	\$506,655		\$7,795,630	\$438,594		\$12,720,524
Riverbend Community Mental Health Center, Inc.	\$408,605		\$7,697,580	\$266,477		\$12,450,357
Monadnock Family Services	\$161,533		\$7,450,508	\$93,472		\$12,030,280
The Community Council of Nashua, N.H.	\$416,612		\$7,705,587	\$267,100		\$12,458,987

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 286,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

Community Mental Health Centers will continue providing services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support and case management services, bridging the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher.

The average wait time for a Housing Choice Voucher is nine (9) to 11 years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years. Services are provided within individual's home communities and include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Department will continue monitoring contracted services using the following performance measures:

- Percentage of individuals receiving housing services as requested within 14 days of referral.
- Percentage of individuals housed within 30 days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that are investigated and closed within 15 days of receipt of the complaint.
- Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Corrections will not have the resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner



**Department of Health and Human Services  
FINANCIAL DETAILS**

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$438,594	\$0	\$438,594
2022	102/500731	Contracts for Program Services	92204117	\$0	\$438,594	\$438,594
Sub-total				\$506,655	\$438,594	\$945,249

**Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Monadnock Family Services (Vendor Code 177610-B005)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Community Council of Nashua, NH (Vendor Code 154112-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$267,100	\$0	\$267,100
2022	102/500731	Contracts for Program Services	92204117	\$0	\$267,100	\$267,100
Sub-total				\$416,612	\$267,100	\$683,712

**The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Community Partners of Strafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**CLM Center for Life Management (Vendor Code 174118-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$88,061	\$0	\$88,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Total Family Support Services**      **\$2,709,675**      **\$1,799,480**      **\$4,509,155**

**Funding Amount Shared by Vendors as follows:**

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total**      **\$9,998,650**      **\$6,285,780**      **\$16,284,430**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and


WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,458,987
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health Center at Community Council  
SS-2020-DBH-01-HOUSE-06-A02

Contractor Initials   
Date 6/16/2021

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/17/2021

Date

DocuSigned by:

Katja Fox

EN8D05B04C23A42

Name: Katja Fox

Title: Director

Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health Center

6/16/2021

Date

DocuSigned by:

Cynthia L. Whitaker

084232A402D04A1

Name: Cynthia L. Whitaker

Title: President and CEO

Community Council of Nashua, NH  
d/b/a Greater Nashua Mental Health Center at Community Council  
SS-2020-DBH-01-HOUSE-06-A02

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/18/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

The Community Council of Nashua, N.H.  
d/b/a Greater Nashua Mental Health Center at Community Council

SS-2020-DBH-01-HOUSE-06-A02

Exhibit A  
Page 1 of 11

Contractor Initials

Date 5/16/2021

08  
CW

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.5.1.1. Guardian or other involved family member, as appropriate.
    - 2.5.1.2. Referring agent.
    - 2.5.1.3. Representative payee.
    - 2.5.1.4. Natural Supports.
    - 2.5.1.5. Identified mental health center representative.
  - 2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.5.2.1. Tenant rights and obligations.
    - 2.5.2.2. Annual recertification needs.
    - 2.5.2.3. The role of landlords.
  - 2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.
  - 2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
    - 2.5.5.1. Benefits eligibility and status.
    - 2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
      - 2.5.5.2.1. Supportive services.
      - 2.5.5.2.2. Substance use disorder treatment.
      - 2.5.5.2.3. Behavioral health care; psychiatric health care.
      - 2.5.5.2.4. Primary and medical health care.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
- 2.6.1. Obtaining the individual's housing history.
  - 2.6.2. Assessing the individual's housing and community of choice preferences.
  - 2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.6.5.1. Providing information to complete credit checks.
    - 2.6.5.2. Providing references.
    - 2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.
  - 2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
  - 2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
  - 2.6.8. Ensuring the individual understands fair housing laws.
  - 2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
    - 2.6.9.1. Security deposits.
    - 2.6.9.2. Securing utilities.
    - 2.6.9.3. Obtaining furniture.
    - 2.6.9.4. Purchasing groceries.
  - 2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit A**

- 2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.8.1.7.1. Peer support agencies.
  - 2.8.1.7.2. Faith-based groups.
  - 2.8.1.7.3. Transportation services.
  - 2.8.1.7.4. Primary care services.
  - 2.8.1.7.5. Homemaker/personal care services.
  - 2.8.1.7.6. Legal aid.
- 2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.
- 2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.10.1. Treatment team meetings;
  - 2.10.2. Assertive Community Treatment (ACT) team meetings;
  - 2.10.3. Discharge planning meetings when the individual is leaving:
    - 2.10.3.1. New Hampshire Hospital;
    - 2.10.3.2. A Designated Receiving Facility;
    - 2.10.3.3. Glenclyff Home; or
    - 2.10.3.4. Transitional Housing Supports;
  - 2.10.4. Self-observations;
  - 2.10.5. Feedback from landlords; and
  - 2.10.6. The Contractor's employed community-based staff.
- 2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.14. The Contractor shall assist landlords and property managers involved with HBSP by:
- 2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.
  - 2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
  - 2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
  - 2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
  - 2.14.6. Ensuring timely HBSP voucher payments to landlords.
- 2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
- 2.15.1. Income verification.
  - 2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.15.3. Inspection of the unit.
- 2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Phoenix System**

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

- 3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

- 3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 3.3.1. All data is formatted in accordance with the file specifications;
  - 3.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 3.4. The Contractor shall meet the following data entry standards:
  - 3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**4. Staffing**

- 4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**5. Reporting**

- 5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

- 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
- 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
- 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

- 5.2. The Contractor shall notify the Department, in writing, each month of:

- 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
- 5.2.2. The names of individuals who have passed away, and the date of their passing.
- 5.2.3. The date an individual signs a lease, including date of move-in.
- 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

- 5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

- 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
  - 5.3.1.1. Transportation.
  - 5.3.1.2. Substance use disorder services.
  - 5.3.1.3. Access to mental health services;
  - 5.3.1.4. Access to medical healthcare.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 5.3.1.5. Unit safety.
- 5.3.1.6. Permanent housing transition;
- 5.3.1.7. Financial hardship.
- 5.3.2. Barriers experienced by the Contractor.
- 5.3.3. Resolutions of barriers experienced by the individual and the Contractor.
- 5.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**6. Performance Measures**

- 6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 6.2. The performance measures will be designated to evaluate:
  - 6.2.1. Percentage of individuals receiving housing services.
  - 6.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 6.2.3.1. Individuals who have experienced homelessness;
    - 6.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 6.2.3.3. Individuals who were incarcerated; and
    - 6.2.3.4. Individuals who were admitted to NHH.
  - 6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

Exhibit B-3 Budget  
Amount: \$2

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Contractor Name: The Community Council of Nashua, N.H. db/a Greater Nashua Mental Health											
Budget Request for: Housing Bridge Subsidy Program Services											
Budget Period: SFY22 July 1, 2021 - June 30, 2022											
Line Item	Total Program Cost			Contractor Share (Match)			Funded by DDOT contract share			Total	Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	\$ 155,433		\$ 155,433				\$ 155,433			\$ 155,433	\$ 155,433
2. Employee Benefits	\$ 49,830		\$ 49,830				\$ 49,830			\$ 49,830	\$ 49,830
3. Consultants											
4. Equipment											
5. Rental											
6. Repairs and Maintenance											
7. Purchase/Depreciation	\$ 1,000		\$ 1,000				\$ 1,000			\$ 1,000	\$ 1,000
8. Supplies											
9. Educational											
10. IT											
11. Pharmacy											
12. Medical											
13. Office	\$ 800		\$ 800				\$ 800			\$ 800	\$ 800
14. Travel	\$ 600		\$ 600				\$ 600			\$ 600	\$ 600
15. Depreciation	\$ 1,000		\$ 1,000				\$ 1,000			\$ 1,000	\$ 1,000
16. Current Expenses	\$ 2,000		\$ 2,000				\$ 2,000			\$ 2,000	\$ 2,000
17. Insurance	\$ 600		\$ 600				\$ 600			\$ 600	\$ 600
18. Rent	\$ 1,000		\$ 1,000				\$ 1,000			\$ 1,000	\$ 1,000
19. Travel Expenses	\$ 2,000		\$ 2,000				\$ 2,000			\$ 2,000	\$ 2,000
20. Miscellaneous (See Worksheet)	\$ 1,200		\$ 1,200				\$ 1,200			\$ 1,200	\$ 1,200
21. Software	\$ 1,250		\$ 1,250				\$ 1,250			\$ 1,250	\$ 1,250
22. Information/Communications											
23. Food Services and Linens	\$ 1,875		\$ 1,875				\$ 1,875			\$ 1,875	\$ 1,875
24. Information/Technology											
25. Cover Specific needs (personnel)											
26. Criminal Record Checks	\$ 1,000		\$ 1,000				\$ 1,000			\$ 1,000	\$ 1,000
27. Crime Funds											
28. Rental Vouchers											
29. Admin	\$ 22,818		\$ 22,818				\$ 22,818			\$ 22,818	\$ 22,818
TOTAL	\$ 317,186		\$ 317,186				\$ 317,186			\$ 317,186	\$ 317,186
Indirect As A Percent of Direct 0.0%											

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Lori A. Shbinette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by \$1,354,971 from \$8,643,679 to \$9,998,650 of which \$7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
West Central Services d/b/a West Central Behavioral Health	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	\$158,800		\$6,678,775	\$347,855			\$7,795,630
Riverbend Community Mental Health, Inc.	\$331,628		\$6,851,601	\$76,979			\$7,697,580

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$8,998,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

#### EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406; Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program; filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

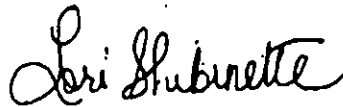
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shabinette".

Lori A. Shabinette  
Commissioner

## FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## West Central Services DBA West Central Behavioral Health (Vendor Code 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$347,855	\$438,594
Sub-total				\$158,800	\$347,855	\$506,655

## Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$408,605

## Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$199,340	\$67,780	\$267,100
Sub-total				\$348,852	\$67,780	\$416,612

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$189,498	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$408,605

**Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Community Partners of Stafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

Total Family Support Services      \$2,123,704      \$585,971      \$2,709,675

**Funding Amount Shared by Vendors as follows:**

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HMS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$3,717,300	\$769,000	\$4,486,300
Sub-total				\$6,519,975	\$769,000	\$7,288,975

Grand Total      \$8,643,679      \$1,354,971      \$9,998,650



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1<sup>st</sup> Amendment to the Housing Bridge 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

Handwritten initials of the contractor, appearing to be "CW".

SS-2020-DBH-01-HOUSE-06-A01

Page 1 of 5

Date 10/23/2020

**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

DS  
CW

10/23/2020

**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.

Community Council of Nashua, NH d/b/a  
Greater Nashua Mental Health Center at  
Community Council

SS-2020-DBH-01-HOUSE-06-A01

Amendment #1

Page 3 of 5

Contractor Initials

Date 10/23/2020

03  
CW

**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,

10/27/2020

Date

State of New Hampshire  
Department of Health and Human Services

DocuSigned by:

Katja Fox

ED0025004C03412

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

ED0025004C03412

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

Dec. 19, 2020  
A handwritten signature in black ink, appearing to read "C. Pinos", written over a horizontal line.

NAME: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

Date

Name:

Title:

DocuSign Envelope ID: 94704C03-03E8-4C79-8630-E28CAA23C462

DocuSign Envelope ID: D31FD88-94F7-48D4-AD00-F336B554BEA7

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Community Council of Hudson, NH DBA Greater Hudson Mental Health Center of Community Council Budget Request for: Housing Bridge Industry Program Services Budget Period: 8/1/19 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	\$ 185,432.00	\$ -	\$ 185,432.00	\$ -	\$ -	\$ -	\$ 185,432	\$ -	\$ 185,432.00		
2. Employee Benefits	\$ 49,830.00	\$ -	\$ 49,830.00	\$ -	\$ -	\$ -	\$ 49,830	\$ -	\$ 49,830.00		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00		
6. Travel	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000.00		
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800	\$ -	\$ 2,800.00		
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	\$ 1,870.00	\$ -	\$ 1,870.00	\$ -	\$ -	\$ -	\$ 1,870	\$ -	\$ 1,870.00		
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00		
14. Admin	\$ -	\$ 28,818	\$ 28,818	\$ -	\$ -	\$ -	\$ -	\$ 28,818	\$ 28,818		
<b>TOTAL</b>	<b>\$ 238,482</b>	<b>\$ 28,818</b>	<b>\$ 267,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 238,482</b>	<b>\$ 28,818</b>	<b>\$ 267,300</b>		
Indirect As A Percent of Direct 12.5%											



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 2 of 4

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$158,800	\$6,519,975	\$6,678,775
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

#### EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable



His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 3 of 4

housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule Hé-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an 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  
Page 4 of 4

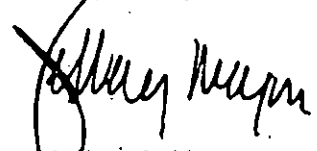
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, 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	\$189,340
		Subtotal		\$338,852

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
		Subtotal		\$331,626

## Financial Details

## Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## Community Partners of Stafford County (Vendor Code 177276-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>
<b>Total Family Support Services</b>				<b>\$2,123,704</b>

## Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			<b>Subtotal</b>	<b>\$6,519,975</b>

FORM NUMBER P-37 (version 5/8/15)

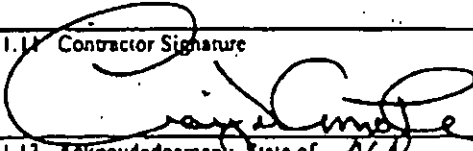


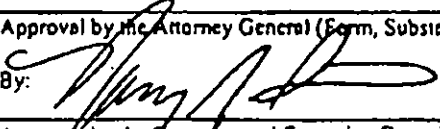
Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-06)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,868,827
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory 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. <b>PATRICIA S. PRINCE</b> Notary Public - New Hampshire My Commission Expires July 19, 2022			
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 <b>PATRICIA S. PRINCE, Notary Public</b>			
1.14 State Agency Signature  Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory <b>Katja S. Fox, Director</b>	
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

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.

*CO*  
7/26/19

**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.

*CS*  
7/24/19

**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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7/26/19

**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.

**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 A**

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Greater Nashua Mental Health Center  
at Community Council

Exhibit B

Contractor Initials

CO

SS-2020-DBM-01-HOUSE-06

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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](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Hunting Ridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Comptroller name: Community Council of Portland, ME		Comptroller Name: Blank		Funded by: 0000000000000000	
BNA Health Center Health Center - Community Council		Comptroller Name: Blank		Funded by: 0000000000000000	
Budget Request for Hunting Ridge Subsidy Program Services		Comptroller Name: Blank		Funded by: 0000000000000000	
Budget Period: 0000 (October 1, 2000 to June 30, 2000)		Comptroller Name: Blank		Funded by: 0000000000000000	
Year: 2000		Year: 2000		Year: 2000	
Total Budget		Total Budget		Total Budget	
1. Total Budget	\$1,111.00	\$1,111.00	\$1,111.00	\$1,111.00	\$1,111.00
2. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
3. Materials					
4. Travel					
5. Rent and Maintenance					
6. Utilities					
7. Insurance					
8. Depreciation					
9. Other					
10. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
11. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
12. Materials					
13. Travel					
14. Rent and Maintenance					
15. Utilities					
16. Insurance					
17. Depreciation					
18. Other					
19. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
20. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
21. Materials					
22. Travel					
23. Rent and Maintenance					
24. Utilities					
25. Insurance					
26. Depreciation					
27. Other					
28. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
29. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
30. Materials					
31. Travel					
32. Rent and Maintenance					
33. Utilities					
34. Insurance					
35. Depreciation					
36. Other					
37. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
38. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
39. Materials					
40. Travel					
41. Rent and Maintenance					
42. Utilities					
43. Insurance					
44. Depreciation					
45. Other					
46. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
47. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
48. Materials					
49. Travel					
50. Rent and Maintenance					
51. Utilities					
52. Insurance					
53. Depreciation					
54. Other					
55. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
56. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
57. Materials					
58. Travel					
59. Rent and Maintenance					
60. Utilities					
61. Insurance					
62. Depreciation					
63. Other					
64. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
65. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
66. Materials					
67. Travel					
68. Rent and Maintenance					
69. Utilities					
70. Insurance					
71. Depreciation					
72. Other					
73. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
74. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
75. Materials					
76. Travel					
77. Rent and Maintenance					
78. Utilities					
79. Insurance					
80. Depreciation					
81. Other					
82. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
83. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
84. Materials					
85. Travel					
86. Rent and Maintenance					
87. Utilities					
88. Insurance					
89. Depreciation					
90. Other					
91. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
92. Personnel	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10
93. Materials					
94. Travel					
95. Rent and Maintenance					
96. Utilities					
97. Insurance					
98. Depreciation					
99. Other					
100. Total	\$778.10	\$778.10	\$778.10	\$778.10	\$778.10

7/26/19

### Explain the Budget

### Wandering Grouse (Spruce) Program Overview

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**More Manuscript Submissions of Health Care Reform Legislation**

Budget Periods 07/94 - July 1, 1995 - June 30, 1996

[illegible]

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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 7/26/19

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

*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 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 13186, 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

CA  
7/26/19

**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.

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 GRANTEEES 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: GNMH



Name: Gerald D. Amato  
Title: CEO

July 26, 2019  
Date:

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: Carmit

July 26, 2019  
Date

Craig Crote  
Name: Craig D. Amoretti  
Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials CA

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 (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Growth

July 26, 2019  
Date

Craig Amoroso  
Name: Craig Amoroso  
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

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials CS

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. Amorin  
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials CS



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: GMMH

July 26, 2019  
Date

Craig J. Condit  
Name: Craig J. Condit  
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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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
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Date

7/26/19

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

*CB*  
Date *7/26/19*

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 CB

Date 7/26/19

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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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
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Vendor Initials

CB  
Date 2/26/19

## 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 CoDate 2/26/19

## 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

Greater Norwich Medical Center  
Name of the Vendor

Chris Crotte  
Signature of Authorized Representative

Chris J. Amorin  
Name of Authorized Representative

CEO  
Title of Authorized Representative

July 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: Grumit

July 26, 2019  
Date

Craig C. Carter  
Name: Craig C. Carter  
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(b), 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

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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.

**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.).

*[Signature]*  
7/26/19

**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 Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

**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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7/26/19

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$17,362,236
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget through Exhibit B-4, Amendment #3 Budget, which does not include the price limitation available for vouchers.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #3, Scope of Services, and in Exhibit B, Methods and

Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners of Strafford County  
SS-2020-DBH-01-HOUSE-09-A03

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Page 1 of 4

Contractor Initials

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Date 12/29/2021

Conditions Precedent to Payment.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.
    - 15.1. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation. The amount billed to the Department shall be less client-paid rents.
    - 15.2. The contracted home providers' stipend shall not exceed \$150.69 per day.
8. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 16 to read:
  16. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.3., Northam House, shall be on a cost reimbursement basis for actual expenditures incurred for the period of July 1, 2022 through June 30, 2023, and shall be in accordance with the approved line item, as specified in Exhibit B-4, Budget, Amendment #3.
    - 16.1. The Contractor shall submit a detailed budget for approval for the expense line Northam House, in a form satisfactory to the Department, no later than 20 days before July 1, 2022. The detailed budget shall be retained by the Department.
9. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-4, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

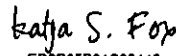
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/21/2021


Date

DocuSigned by:  
  
ED9D05B04C83442  
Name: Katja S. Fox  
Title: Director

Behavioral Health & Developmental Services of Strafford  
County, Inc. d/b/a Community Partners of Strafford County

12/20/2021

Date

  
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Name: Wayne Goss  
Title: President

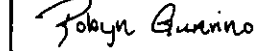
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/21/2021

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

2.1.12. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

2.1.12.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.1.12.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.1.12.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.1.12.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.1.12.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

2.1.12.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.13. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
- 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glendcliff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.1.16. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
- 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.18.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.1.21. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.1.22. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.1.23. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;
  - 2.1.25.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and
  - 2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Phoenix System
- 2.1.29.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:
- 2.1.29.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 2.1.29.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.
- 2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
- 2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for Federal

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

2.1.29.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

2.1.29.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

2.1.29.3.1. All data is formatted in accordance with the file specifications;

2.1.29.3.2. No records will reject due to illegal characters or invalid formatting; and

2.1.29.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

2.1.29.4. The Contractor shall meet the following data entry standards:

2.1.29.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

2.1.29.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

2.1.29.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

2.1.29.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**2.1.30. Staffing**

2.1.30.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

2.1.30.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

2.1.31.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

2.1.31.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

2.1.31.2. The Contractor shall notify the Department, in writing, each month of:

2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.

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**Exhibit A**

- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
- 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
- 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 2.1.31.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 2.1.31.3.1.1. Transportation.
    - 2.1.31.3.1.2. Substance use disorder services.
    - 2.1.31.3.1.3. Access to mental health services;
    - 2.1.31.3.1.4. Access to medical healthcare.
    - 2.1.31.3.1.5. Unit safety.
    - 2.1.31.3.1.6. Permanent housing transition;
    - 2.1.31.3.1.7. Financial hardship.
    - 2.1.31.3.1.8. Barriers experienced by the Contractor.
  - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
  - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
- 2.1.31.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
- 2.1.32. Performance Measures

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.32.2. The performance measures will be designated to evaluate:
  - 2.1.32.2.1. Percentage of individuals receiving housing services.
  - 2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.32.2.3.1. Individuals who have experienced homelessness;
    - 2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.32.2.3.3. Individuals who were incarcerated; and
    - 2.1.32.2.3.4. Individuals who were admitted to NHH.
  - 2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the contract effective date.
- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:

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**Exhibit A**

- 2.2.3.1. Client contributions for clothing, food, and housing.
- 2.2.3.2. Services to be provided, including specialty services.
- 2.2.3.3. Priority populations to be served.
- 2.2.3.4. Referrals and evaluations.
- 2.2.3.5. Admissions, transfers, and discharges.
- 2.2.3.6. Emergency response plan.
- 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.
- 2.3. **Northam House**
  - 2.3.1. Effective July 1, 2022, the Contractor shall operate a three (3) bed community residential program with wrap-around services and supports located at 83 County Farm Cross Rd, Dover, NH for individuals age 18 years and older who:
    - 2.3.1.1. Have a dual diagnosis of SMI/SPMI and a developmental disability and/or acquired brain disorder;
    - 2.3.1.2. Are determined eligible for community mental health services;
    - 2.3.1.3. Have been determined eligible for the Developmental Disabilities 1915(c) waiver;
    - 2.3.1.4. Require extensive support and rehabilitation to successfully transition from New Hampshire Hospital (NHH) or a Designated Receiving Facility (DRF) before moving to less restrictive alternatives in the community of their choice; and
    - 2.3.1.5. No longer meet the level of care provided by NHH or a DRF.

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**Exhibit A**

- 2.3.2. Effective July 1, 2022, the Contractor shall accept referrals from NHH, DRFs, and the CMHCs, as approved by the Department prior to placement.
- 2.3.3. Effective July 1, 2022, the Contractor shall maintain the appropriate certifications to operate the facility pursuant to New Hampshire Administrative Rule He-M 1001, Certification Standards for Developmental Services Community Residences and/or New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences.
- 2.3.4. Effective July 1, 2022, the Contractor shall provide residential and wrap-around services in accordance with appropriate NH Administrative Rule He-M 202, Rights Protection Procedures for Developmental Services, NH Administrative Rule He-M 204, Rights Protection Procedures for Mental Health Services, NH Administrative Rule He-M 309, Rights of Persons Receiving Mental Health Services in the Community, NH Administrative Rule He-M 310, Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community NH Administrative Rule He-M 400, Community Mental Health, and NH Administrative Rule He-M 500, Developmental Services.
- 2.3.5. Effective July 1, 2022, the Contractor shall conduct an Adult Needs and Strengths Assessment (ANSA) for each individual, as well as enter results into the Department's data collection system:
  - 2.3.5.1. Upon admission to the program.
  - 2.3.5.2. Ninety (90) days after admission as part of the individual service plan review.
  - 2.3.5.3. Every six (6) months after admission.
  - 2.3.5.4. Annually after the first year from the date of the initial assessment.
- 2.3.6. Effective July 1, 2022, the Contractor shall develop a recovery-oriented individual service plan for each individual.
- 2.3.7. Effective July 1, 2022, the Contractor shall provide comprehensive individualized services and assessments to each individual that include, but are not be limited to:
  - 2.3.7.1. Targeted Case Management.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program**



**Exhibit A**

- 2.3.7.2. Evidence Based Practices, which may include but are not limited to:
  - 2.3.7.2.1. Illness Management and Recovery.
  - 2.3.7.2.2. Family Psychoeducation.
  - 2.3.7.2.3. Integrated Treatment for Co-occurring Disorders.
  - 2.3.7.2.4. Behavioral Assessment and Planning.
  - 2.3.7.2.5. Cognitive behavior strategies.
  - 2.3.7.2.6. Wellness Management
  - 2.3.7.2.7. InShape Program.
  - 2.3.7.2.8. Individual and group therapeutic services.
  - 2.3.7.2.9. Medication management and education.
  - 2.3.7.2.10. Nursing support.
  - 2.3.7.2.11. Psychiatric services including yearly assessments.
  - 2.3.7.2.12. Supported employment.
  - 2.3.7.2.13. Peer support.
  - 2.3.7.2.14. Emergency Services and Crisis Management.
- 2.3.8. Effective July 1, 2022, the Contractor shall ensure formal referral, admissions, evaluation, and discharge processes are approved by the Department and include, but are not limited to, discharge planning that begins at admission ensuring the individual works with the team to identify and create a transitional "Path to Success" map, which identifies person-centered indicators that demonstrate readiness for transition and discharge to a less restrictive environment.
- 2.3.9. Effective July 1, 2022, the Contractor shall provide a written discharge plan that includes but is not limited to:
  - 2.3.9.1. Evaluation of the individual's current situation.
  - 2.3.9.2. Status of the individual's current mental health or healthcare and transition plan for the individual's transition into another service intensity level of care within supportive housing, or a transition to a less restrictive environment or more intensive environment, as appropriate, to meet the individual's care needs.

**New Hampshire Department of Health and Human Services  
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**Exhibit A**

- 2.3.9.3. Development and implementation of a collaborative relationship with the community mental health center and natural supports, including family, to develop treatment plans designed to return each client to the community.
- 2.3.9.4. Involvement the individual's family and/or natural supports to support integration into the community, with the individual's consent.
- 2.3.9.5. Identification of any barriers to placement in the community and development of a plan to overcome those barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.
- 2.3.10. Effective July 1, 2022, the Contractor shall provide documentation of performance measures on a quarterly basis or through yearly chart audits, which include but are not limited to:
  - 2.3.10.1. The number of individuals admitted and discharged during that time period.
  - 2.3.10.2. Any waitlist times.
  - 2.3.10.3. Readmission rates to both NHH and emergency departments for individuals being served.
  - 2.3.10.4. The individual's progress towards independent living that includes but in not limited to
  - 2.3.10.5. Medication issues.
  - 2.3.10.6. Problematic behaviors.
  - 2.3.10.7. Sentinel events.
  - 2.3.10.8. Employment and smoking status upon entry and exit.
  - 2.3.10.9. Time for individuals to transition from the program to other community based living.
  - 2.3.10.10. Evidence of the individual's involvement in development of their service plan and crisis/safety plan.
  - 2.3.10.11. Where individuals were discharged, and what services were in place upon discharge.

Exhibit B-3 Budget  
Amendment #3New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Behavioral Health &amp; Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost	Housing Bridge Subsidy Program	Supported Housing 6-Bed Expansion
	Direct	Direct	Direct
1. Total Salary/Wages	\$ 87,083	\$ 55,144	\$ 31,939
2. Employee Benefits	\$ 37,634	\$ 16,543	\$ 21,091
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,250	\$ -	\$ 1,250
Purchase/Depreciation	\$ 4,750	\$ 1,000	\$ 3,750
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 125	\$ -	\$ 125
Consumables	\$ 6,450	\$ -	\$ 6,450
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 150	\$ -	\$ 150
Office	\$ 1,683	\$ 300	\$ 1,383
6. Travel	\$ 5,500	\$ 4,500	\$ 1,000
7. Occupancy	\$ 10,980	\$ 450	\$ 10,510
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 2,520	\$ 960	\$ 1,560
Postage	\$ 360	\$ 360	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ 450	\$ -
Insurance	\$ 1,410	\$ 900	\$ 510
Board Expenses	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500	\$ 500	\$ -
9. Software	\$ 1,125	\$ 600	\$ 525
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,675	\$ 750	\$ 925
12. Subcontracts/Agreements	\$ 62,500	\$ -	\$ 62,500
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ 1,000	\$ -
Client Funds	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -
Staff Recruiting	\$ 1,375	\$ -	\$ 1,375
Fit Up One Time Expenses	\$ 18,600	\$ -	\$ 18,600
14. Admin/Indirect	\$ 31,009	\$ 10,015	\$ 20,994
TOTAL	\$ 298,089	\$ 93,472	\$ 204,617

Indirect As A Percent of Direct

Contractor Initials

Date 12/29/2021



**Exhibit B-4 Budget  
Amendment #3**

<p align="center"><b>New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD</b></p>			
Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. db/a Community Partners of Strafford County			
Budget Request for: Housing Bridge Subsidy Program Services			
Budget Period: SFY23 July 1, 2022 - June 30, 2023			
Line Item	Total Program Cost Direct	Housing Bridge Subsidy Program Direct	Supported Housing 8-Bed Expansion Direct
1. Total Salary/Wages	\$ 119,024	\$ 55,144	\$ 63,880
2. Employee Benefits	\$ 58,725	\$ 16,543	\$ 42,182
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 2,500	\$ -	\$ 2,500
Purchase/Depreciation	\$ 8,500	\$ 1,000	\$ 7,500
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 250	\$ -	\$ 250
Consumables	\$ 12,900	\$ -	\$ 12,900
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ 300	\$ -	\$ 300
Office	\$ 3,025	\$ 300	\$ 2,725
6. Travel	\$ 8,500	\$ 4,500	\$ 2,000
7. Occupancy	\$ 21,470	\$ 450	\$ 21,020
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 4,080	\$ 960	\$ 3,120
Postage	\$ 360	\$ 360	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ 450	\$ -
Insurance	\$ 1,920	\$ 900	\$ 1,020
Board Expenses	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500	\$ 500	\$ -
9. Software	\$ 1,850	\$ 600	\$ 1,050
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,800	\$ 750	\$ 1,850
12. Subcontracts/Agreements	\$ 185,000	\$ -	\$ 185,000
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ 1,000	\$ -
Client Funds	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -
Staff Recruitment	\$ 2,750	\$ -	\$ 2,750
14. Admin/Indirect	\$ 52,002	\$ 10,015	\$ 41,987
15. Northham House (detailed budget to be provided)	\$ 175,533	\$ -	\$ 175,533
<b>TOTAL</b>	<b>\$ 641,039</b>	<b>\$ 93,472</b>	<b>\$ 547,567</b>

Indirect As A Percent of Direct

# State of New Hampshire

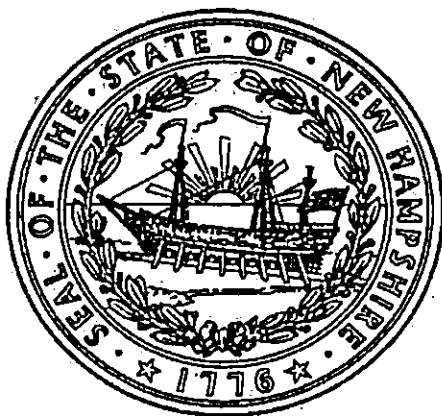
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0005358975



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

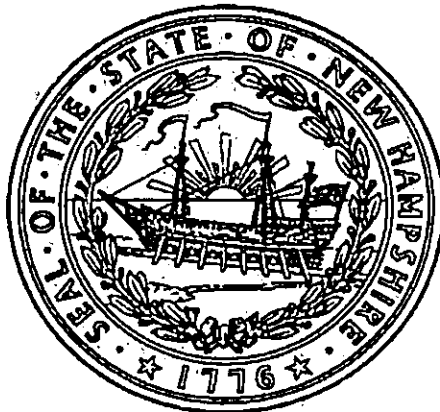
## Department of State

### 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: 0005359021



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Gary Gletow, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 20, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

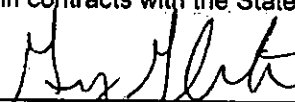
**VOTED:** That Wayne Goss, President (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 12/20/21

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Gary Gletow  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT</b> Michele Palmer <b>PHONE</b> (603) 669-3218 <b>FAX</b> (603) 645-4331 <b>E-MAIL</b> manch.certs@crossagency.com <b>ADDRESS</b>														
<b>INSURED</b> Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: Granite State Health Care and Human Services Self-		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Ins Co	18058														
INSURER B: Granite State Health Care and Human Services Self-															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 21-22 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	SUBRI 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"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			PHPK2344136	11/01/2021	11/01/2022	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	<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			PHPK2344141	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB791337	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20210000393 (3a.) NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability			PHSD1670913	11/01/2021	11/01/2022	Limit 5,000,000 Deductible 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

## 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.

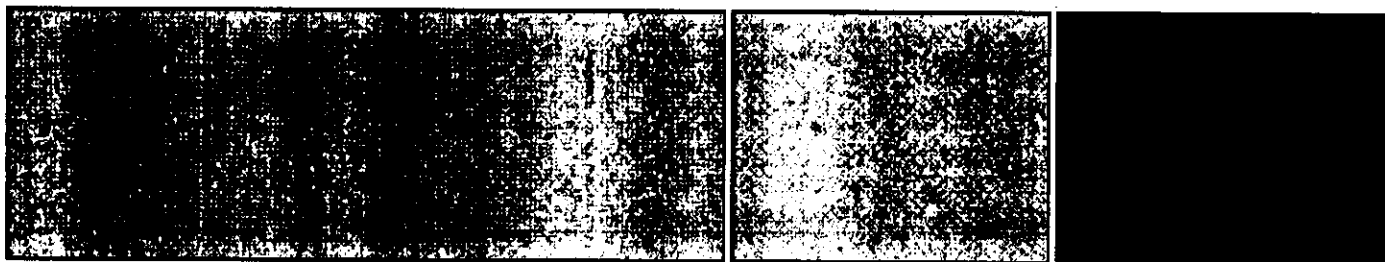
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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, 2020 and 2019

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, 2020 and 2019, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



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, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

## Other Matters

### *Supplementary Information*

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

### *Changes in Accounting Principles*

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 3, 2020

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Financial Position**

**June 30, 2020 and 2019**

	<u><b>2020</b></u>	<u><b>2019</b></u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	<u>2,231,627</u>	<u>2,118,838</u>
Total assets	<u><b>\$12,315,370</b></u>	<u><b>\$ 7,990,412</b></u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 2,842,555	\$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	<u>4,159,036</u>	<u>884,773</u>
Total liabilities	8,194,952	4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	<u>101,748</u>	<u>-</u>
Total net assets	<u>4,120,418</u>	<u>3,232,211</u>
Total liabilities and net assets	<u><b>\$12,315,370</b></u>	<u><b>\$ 7,990,412</b></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, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$31,378,211	\$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	-1,340,942	722,753
Public support	119,432	123,304
Other revenue	<u>736,918</u>	<u>198,539</u>
Total public support and revenue	<u>39,296,599</u>	<u>35,005,264</u>
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	<u>3,730,957</u>	<u>2,655,420</u>
Total program expenses	35,001,011	31,280,688
Supporting services		
General management	<u>3,509,129</u>	<u>3,438,646</u>
Total expenses	<u>38,510,140</u>	<u>34,719,334</u>
Change in net assets without donor restrictions	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	<u>-</u>
Change in net assets	888,207	285,930
Net assets, beginning of year	<u>3,232,211</u>	<u>2,946,281</u>
Net assets, end of year	<u>\$ 4,120,418</u>	<u>\$ 3,232,211</u>

The accompanying notes are an integral part of these consolidated financial statements.

## BEHAVIORAL HEALTH &amp; DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

## Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 888,368	\$ 4,040,406	\$ 5,011,918	\$ 280,887	\$ 13,303,064	\$ 4,340,038	\$ 3,205,815	\$ 35,508	\$ 234,411	\$ 31,378,211	\$ -	\$ 51,378,211
Medicare revenue	-	8,483	-	-	-	-	-	-	-	175,540	-	175,540
Client reimburse	25,885	38,867	729,354	-	1,108,531	25,847	187,208	23,514	23,178	2,178,082	-	2,178,082
Contract revenue	68,882	288,211	441,885	78,179	32,307	48,470	3,564	212,777	313,940	1,479,823	152,331	1,632,158
Grant income	4,520	25,185	82,088	19,116	-	1,529	58,420	1,883	1,487,880	1,682,381	7,873	1,700,254
Interest income	-	13	-	-	-	-	-	-	28	38	37,035	37,074
Other program revenue	-	18,861	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,487	15,378	-	-	28	-	72,917	115,180	4,237	119,432
Other revenue	700	63,080	31,785	-	488,083	80,300	41,577	1,500	41,773	706,780	28,128	736,918
Total public support and revenue	1,008,638	4,484,580	5,334,718	401,340	14,806,885	4,424,195	3,608,478	284,853	3,338,820	38,058,808	238,781	38,298,599
Expenses												
Salaries and wages	638,373	2,864,280	2,877,014	200,501	1,308,887	1,617,824	2,040,848	279,087	1,938,957	13,485,871	2,370,208	15,828,177
Employee benefits	154,873	879,883	812,719	54,886	310,437	108,780	118,426	53,131	613,305	2,705,030	435,881	3,140,881
Payroll taxes	48,388	195,495	212,831	15,114	95,342	121,480	110,386	20,828	188,278	885,721	158,453	1,044,174
Contracted substitute staff	-	5,911	7,231	-	-	-	360	-	-	13,732	-	30,880
Client treatment services	15,137	312,088	123,575	245,525	4,512,831	1,880,380	153,011	-	8,758	7,228,084	2,888	7,230,972
Professional fees and consultants	27,583	55,805	136,485	10,581	37,226	12,844	109,820	287,144	180,882	850,081	140,772	990,853
Subcontractors	-	515,479	-	-	8,771,343	80,288	-	-	-	8,367,081	-	8,367,081
Staff development and training	5,479	12,727	38,293	1,080	2,281	5,748	12,841	4,308	12,437	87,393	31,188	128,581
Rent	-	98,205	87,824	-	38,384	-	72,380	7,123	70,448	282,362	18,932	401,284
Utilities	6,347	44,853	18,777	1,320	16,041	2,118	20,548	4,987	22,190	138,852	21,908	181,568
Building maintenance and repairs	11,883	80,501	47,325	1,864	23,574	3,182	38,488	1,888	182,881	349,824	28,844	378,668
Other occupancy costs	9,081	84,201	36,347	1,438	12,844	2,304	21,801	-	43,825	211,028	8,664	219,692
Offices	11,728	57,354	48,328	2,703	17,000	4,538	25,310	3,481	34,752	228,042	61,357	289,399
Building and housing	3,105	18,006	8,790	538	8,874	824	6,140	704	20,118	85,187	12,953	78,140
Client consumables	491	24,732	848	2,888	20,383	48,141	1,854	21	43,080	143,288	1,211	144,510
Medical	-	351	480	-	104	-	428	87	3,587	5,018	135	5,153
Equipment maintenance	22,848	74,773	83,488	4,988	38,705	7,312	48,518	8,017	42,843	319,248	60,842	380,181
Depreciation	18,007	73,255	42,230	3,723	31,828	9,994	17,412	2,358	42,480	238,228	30,588	268,786
Advertising	238	2,388	2,188	361	1,300	881	1,810	114	871	9,915	1,822	11,537
Printing	-	138	-	-	-	-	-	-	-	138	687	826
Telephone and communications	20,828	48,411	43,448	3,577	11,433	5,302	33,071	3,778	35,428	202,576	48,881	251,237
Postage and shipping	884	5,371	4,708	225	1,923	380	3,805	809	7,438	25,431	3,513	28,944
Transportation	10,325	148,488	18,723	2,440	49,187	188,884	21,328	513	32,887	384,755	8,040	422,795
Assistance to individuals	27,034	4,843	4,486	67,718	3,402	19,011	5,044	407	30,303	180,258	3,842	184,088
Insurance	6,418	82,016	41,173	1,882	25,208	2,880	37,730	3,745	28,145	231,278	38,622	269,900
Membership dues	23	1,186	748	5	48	8	3,238	11	108,814	113,881	3,723	117,614
Interest	388	3,714	1,221	308	4,438	485	732	33	18,737	28,077	2,780	30,857
Other	-	-	-	-	-	-	-	-	34,888	34,888	1,050	35,938
Total expenses	1,040,888	5,180,788	4,513,848	643,257	13,328,472	4,023,480	2,888,358	880,072	3,730,857	25,001,011	3,508,128	28,510,140
(Decrease) Increase in net assets without restrictions	\$ (30,847)	\$ (695,179)	\$ 1,820,788	\$ (241,917)	\$ 2,580,913	\$ 400,695	\$ 720,119	\$ (595,219)	\$ (181,137)	\$ 4,055,797	\$ (2,269,338)	\$ 786,459

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 SUBSIDARIES**

**Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions**

Year Ended June 30, 2019

[illegible]

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 888,207	\$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	<u>89</u>	<u>90</u>
Net cash (used) provided by operating activities	<u>(118,282)</u>	<u>887,227</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(378,577)</u>	<u>(536,486)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	<u>(189,832)</u>	<u>(261,109)</u>
Net cash provided by financing activities	<u>3,274,263</u>	<u>38,891</u>
Net increase in cash, cash equivalents and restricted cash	2,777,404	389,632
Cash, cash equivalents and restricted cash, beginning of year	<u>4,136,407</u>	<u>3,746,775</u>
Cash, cash equivalents and restricted cash, end of year	\$ <u>6,913,811</u>	\$ <u>4,136,407</u>
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	<u>112,525</u>	<u>112,436</u>
	\$ <u>6,913,811</u>	\$ <u>4,136,407</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, 2020 and 2019**

**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>2020</u>	<u>2019</u>
Funds received	\$ 153,805	\$ 58,259
Funds disbursed	<u>38,327</u>	<u>40,064</u>
	<u>\$ 115,478</u>	<u>\$ 18,195</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 582,844
Funds disbursed	<u>355,700</u>
	<u>\$ 227,144</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**Newly Adopted Accounting Principles and Reclassifications**

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of \$19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of \$93,425.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB ASC Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

**Contributions**

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2020 and 2019.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2020 and 2019, allowances were recorded in the amount of \$487,805 and \$436,905, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

**Functional Allocation of Expenses**

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**2. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,699,538	\$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	<u>591,940</u>	<u>162,264</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,384,203</u>	<u>\$ 5,357,736</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, 2020 and 2019, the Organization held cash totaling \$89,562 and \$89,473, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2020 and 2019, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**4. Property and Equipment**

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	<u>2,939,058</u>	<u>2,909,242</u>
	8,125,127	7,791,112
Less accumulated depreciation	<u>5,893,500</u>	<u>5,672,274</u>
	<u>\$ 2,231,627</u>	<u>\$ 2,118,838</u>

**5. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

**6. Notes Payable**

Notes payable consisted of the following:

	<u>2020</u>	<u>2019</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).	\$ 95,635	\$ 139,608

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, paid in 2020.	44,249	74,560
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	96,413	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	63,379	90,940
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	124,756	142,559
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	272,136	296,117
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	37,468	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	50,000	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.

<u>3,375,000</u>	<u>-</u>
<u>\$ 4,159,036</u>	<u>\$ 884,773</u>

The scheduled maturities of long-term debt are as follows:

2021	\$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	<u>168,268</u>
	<u>\$ 4,159,036</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 \$401,284 in 2020 and \$376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	\$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	<u>2,211,640</u>
	<u>\$ 4,054,958</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**Litigation**

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

**8. Concentrations**

For the years ended June 30, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2020</u>	<u>2019</u>
Developmental Services	\$ 1,532,231	\$ 681,243
Behavioral Health Services	<u>82,757</u>	<u>133,889</u>
	<u>\$ 1,614,988</u>	<u>\$ 815,132</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, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2020 and 2019, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2020 were \$404,476 and during the year ended June 30, 2019 were \$377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2020 and 2019**

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

**11. Uncertainty**

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.



## **SUPPLEMENTARY INFORMATION**

## BEHAVIORAL HEALTH &amp; DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

## Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
<b>ASSETS</b>												
Cash and cash equivalents	\$ 4,882,149	\$ 1,822,616	\$ 1,126	\$ 126,396	\$ -	\$ 6,801,286	\$ 2,426,960	\$ 1,484,207	\$ 1,136	\$ 111,666	\$ -	\$ 4,023,971
Restricted cash	112,628	-	-	-	-	112,628	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,754,783	732,614	34	101,748	(496,324)	2,993,723	939,562	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,106	272,631	-	-	-	591,640	18,958	143,266	-	-	-	162,264
Prepaid expenses	267,688	217,679	-	-	-	485,267	222,490	178,908	-	-	-	401,402
Interest in net assets of subsidiaries	226,181	-	-	-	(226,181)	-	109,646	-	-	-	(109,646)	-
Property and equipment, net	1,833,374	348,753	-	-	-	2,231,627	1,746,611	372,227	-	-	-	2,118,838
<b>Total assets</b>	<b>\$ 9,416,879</b>	<b>\$ 3,393,893</b>	<b>\$ 3,189</b>	<b>\$ 227,144</b>	<b>\$ (721,695)</b>	<b>\$ 12,315,379</b>	<b>\$ 5,878,229</b>	<b>\$ 2,897,077</b>	<b>\$ 1,214</b>	<b>\$ 111,666</b>	<b>\$ (585,774)</b>	<b>\$ 7,990,412</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>												
<b>Liabilities</b>												
Accounts payable and accrued expenses	\$ 2,706,799	\$ 629,965	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,658	\$ 2,479,415	\$ 543,849	\$ 3,233	\$ -	\$ (486,128)	\$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,364	64,346	-	-	-	72,250	10,096	30,687	-	-	-	40,785
Loan fund	86,662	-	-	-	-	86,662	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,749	-	-	-	4,159,536	819,213	74,560	-	-	-	894,773
<b>Total liabilities</b>	<b>7,696,708</b>	<b>1,067,448</b>	<b>3,122</b>	<b>-</b>	<b>(496,324)</b>	<b>8,164,962</b>	<b>4,143,410</b>	<b>1,067,686</b>	<b>3,233</b>	<b>-</b>	<b>(486,128)</b>	<b>4,758,201</b>
<b>Net assets (deficit)</b>												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,943)	126,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	191,748	-	-	191,748	(191,748)	191,748	-	-	-	-	-	-
<b>Total net assets (deficit)</b>	<b>1,913,971</b>	<b>2,296,447</b>	<b>(1,943)</b>	<b>227,144</b>	<b>(225,181)</b>	<b>4,210,418</b>	<b>1,432,819</b>	<b>1,799,391</b>	<b>(2,019)</b>	<b>111,666</b>	<b>(109,646)</b>	<b>3,232,211</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 9,416,879</b>	<b>\$ 3,393,893</b>	<b>\$ 3,189</b>	<b>\$ 227,144</b>	<b>\$ (721,695)</b>	<b>\$ 12,315,379</b>	<b>\$ 5,878,229</b>	<b>\$ 2,897,077</b>	<b>\$ 1,214</b>	<b>\$ 111,666</b>	<b>\$ (585,774)</b>	<b>\$ 7,990,412</b>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020						2019					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 23,875,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,678,211	\$ 22,006,443	\$ 7,153,128	\$ -	\$ -	\$ -	\$ 29,159,571
Medicare revenue	-	175,540	-	-	-	175,540	-	196,444	-	-	-	196,444
Client resources	1,883,678	592,354	-	-	-	2,476,032	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	875,812	958,344	-	-	-	1,834,156	843,560	802,966	-	-	-	1,646,526
Grant income	278,171	1,423,093	-	-	-	1,701,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	16,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	85,484	2,847	-	51,321	-	139,652	55,233	8,905	-	56,166	-	120,304
Other revenue	881,802	98,411	9,000	738	(22,791)	969,160	83,279	163,070	9,057	81	(27,251)	169,156
Total public support and revenue	28,222,898	11,029,177	9,000	52,059	(22,791)	39,291,243	23,334,293	8,530,802	9,057	56,229	(27,251)	32,004,129
Expenses												
Program services												
Case management	1,846,886	-	-	-	-	1,846,886	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,189,626	901,243	-	-	-	5,090,869	4,117,219	917,236	-	-	-	5,034,455
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,814,338	2,581,724	-	-	-	4,396,062
Family support	643,237	-	-	-	-	643,237	634,699	-	-	-	-	634,699
Residential services	12,329,472	-	-	-	-	12,329,472	10,796,339	-	-	-	-	10,796,339
Consolidated services	4,823,490	-	-	-	-	4,823,490	3,509,405	-	-	-	-	3,509,405
Adult services	212,781	2,886,868	-	-	-	3,099,649	123,654	2,842,040	-	-	-	2,965,694
Emergency services	-	860,072	-	-	-	860,072	-	854,437	-	-	-	854,437
Other	1,799,948	1,983,635	9,004	38,327	(9,004)	3,720,897	1,123,280	1,481,990	9,184	40,084	(9,184)	2,655,174
Total program expenses	26,819,796	8,842,889	9,004	38,327	(9,004)	35,691,011	23,063,195	6,177,429	9,184	40,084	(9,184)	31,280,888
Supporting services												
General management	1,912,897	1,899,232	-	-	-	3,812,129	1,816,368	1,522,278	-	-	-	3,338,646
Total expenses	27,832,693	10,629,121	9,004	38,327	(9,004)	38,510,149	24,879,563	8,699,707	9,184	40,084	(9,184)	33,719,334
Change in net assets (deficit) without donor restrictions	289,484	487,064	86	13,738	(13,787)	784,485	354,731	(68,902)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	191,748	-	-	191,748	(191,748)	191,748	-	-	-	-	-	-
Change in net assets (deficit)	391,132	487,064	86	116,478	(116,635)	888,207	354,731	(68,902)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,818)	111,848	(109,848)	3,232,211	1,078,088	1,898,193	(1,912)	83,471	(91,339)	2,865,281
Net assets (deficit), end of year	\$ 1,823,951	\$ 2,286,455	\$ (1,932)	\$ 228,326	\$ (226,483)	\$ 4,120,418	\$ 1,432,819	\$ 1,799,291	\$ (2,019)	\$ 101,666	\$ (109,426)	\$ 3,232,211



## **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 impending 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**

**Page 2**

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**

**Page 3**

**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

## **Suzanne Bagdasarian**



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### **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**

**Page 2**

**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

## Christopher D. Kozak

### SENIOR MANAGEMENT

#### Summary

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

Christopher D. Kozak

Page 2

financing.

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**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.*

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**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'.

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**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.*

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**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.

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**Education**

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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.

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**References**

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Available upon request

## JANET SCOTT SALSURY, MSW, LICSW

**OBJECTIVE:** To obtain lasting human services experience by working with diverse populations in a progressive social environment. My focus includes striving to eliminate structural, cultural, and interpersonal oppression and societal barriers that exist in people's lives.

### **EDUCATION**

1995 Master of Social Work, University of New England  
1989 Bachelors of Arts: Psychology Major, University of New Hampshire

### **EMPLOYMENT**

- 2018 – Present *Chief Clinical Officer: Community Partners*
- 2013 – 2018 *QI Director: Community Partners*  
Responsibilities include quality oversight of all CMHC programming
- 2010 – 2013 *Acute Care Services Director: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center
- 2008 – 2014 *Director Of Clinical Services: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center
- 2007 – 2008 *Director of Clinical Services: Community Partners*  
Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center
- 2002- 2006 *Director of Youth & Family Services: Community Partners*  
Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center
- 2001-2002 *Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County*
- 2000-2001 *Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.*
- 1998-2000 *Manager of Children's Crisis Services: Strafford Guidance Center, Inc.*  
Responsibilities include management of Adolescent Partial Hospitalization Program, the Crisis and Respite Beds and the Family and Community Support Programs.
- Provide clinical and administrative supervision to direct care staff
  - Program development within the Youth and Family Department
  - Triage referrals for Children's crisis services and home based services
- 1995-1998 *Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.*  
Provided intensive home based therapy services to families with a child in crisis.
- Home based therapy with a variety of families
  - Crisis Intervention and stabilization
  - Case Management
  - Member – Internal Planning Committee

**1994-1995 Therapist – Social Work Internship: Child and Family Services**

This program provides counseling services to children and families in Rockingham County, NH.

- Provided counseling to various populations, including families, couples, children and individuals
- Developed and facilitated parent education groups in the community
- Community outreach work
- Conducted telephone intake screenings
- Grant writing

**1993-1994 School Social Worker – Social Work Internship: Winnacunnet High School, Special Services Department, Hampton NH**

This program serves the educational and emotional needs of students who are identified as having special learning, emotional or developmental needs.

- Provided individual counseling to adolescents
- Facilitated a year long girls' support group
- Co-facilitated a weekly parent support group
- Provided home based family therapy
- Case Management

**1993 (Summer) Crisis Intervention Counselor: Commonworks School/ Harbor Schools and Family Services, Merrimac MA**

This program serves the educational, social and emotional needs of adolescents with emotional and/or behavioral difficulties.

- Developed and implemented individual students' educational goals
- Intervened, assessed and resolved crisis situations in the school

**1990-1993**

**Child Care Counselor: The Spurwink School, Portland ME**

This residential program served youth ages 10 to 18 with emotional and behavioral difficulties. The children have histories of severe family trauma, including physical, emotional and sexual abuse

- Developed and implemented residents' case plans
- Case Management
- Program development
- House management and supervision
- Trained new employees

**PROFESSIONAL ASSOCIATIONS**

Member, National Association of Social Workers

Licensed in New Hampshire as a Master of Social Work

Steering Committee Member, Seacoast Response Team through the Center for Trauma Intervention. This Team provides CISM following traumatic events involving youth in Strafford, Rockingham and York counties from 2000 to 2005

**PROFESSIONAL TRAINING/SPECIALITIES**

Therapy with children, families and couples

CISM Trained & CISM Trainer

EMDR Trained – Level I

TFT trained – Levels 1 & 2

## **Tammy Smith**

Objective: To obtain a full time position.

### **Experience:**

#### **Life Coach**

4/2010 - present

*LifeShare, Dover, NH*

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities: 6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

#### **Homemaker**

1/2009 - 4/2010

*Area Homecare Portsmouth, NH*

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

#### **Case Manager**

3/1999- 9/2002

*Strafford Guidance Center - Rochester, NH*

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

#### **Sales Clerk**

2/03-11/10

*Liar's Paradise-Northingham, 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: 802-282-9928

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

**Name of Program/Service:** Housing Services

BUDGET PERIOD:	SFY 222/23		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$246,552	0.00%	\$0.00
Suzanne Bagdasarian- CFO	\$130,000	0.00%	\$0.00
Chris Kozak- Chief Operating Officer, BH	\$103,000	0.00%	\$0.00
Janet Salisbury- Chief Clinical Officer	\$94,000	5.00%	\$4,700.00
Smith, Tammy, Resource Center Program Director	\$74,070	5.00%	\$3,703.50
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$8,403.50</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



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15 MAY



Lori A. Silbmanette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
***DIVISION FOR BEHAVIORAL HEALTH***

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by \$6,285,780 from \$9,998,650 to \$16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation (without shared portion)	Current Shared Price Limitation	Current Individual Vendor Price Limitation (includes shared portion)	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation (includes shared portion)
Northern Human Services	\$161,533	Total Current Shared Price Limitation \$7,288,975	\$ 7,450,508	\$ 93,472	Total shared Price Limitation \$ 4,486,300	\$12,030,280
West Central Services, Inc. (d/b/a West Central)	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	\$506,655		\$ 7,795,630	\$ 438,594		\$12,720,524
Riverbend Community Mental Health Center, Inc.	\$408,605		\$ 7,697,580	\$ 266,477		\$12,450,357
Monadnock Family Services	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Community Council of Nashua, N.H.	\$416,612		\$ 7,705,587	\$ 267,100		\$12,458,987

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	\$408,605		\$ 7,697,580	\$ 268,477		\$12,450,357
Seacoast Mental Health Center, Inc.	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	\$161,533		\$ 7,450,508	\$ 93,472		\$12,030,280
<b>TOTALS</b>	<b>\$2,708,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

Funds in the following account are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

Community Mental Health Centers will continue providing services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support and case management services, bridging the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher.

The average wait time for a Housing Choice Voucher is nine (9) to 11 years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years. Services are provided within individual's home communities and include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Department will continue monitoring contracted services using the following performance measures:

- Percentage of individuals receiving housing services as requested within 14 days of referral.
- Percentage of individuals housed within 30 days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that are investigated and closed within 15 days of receipt of the complaint.
- Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Corrections will not have the resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shabinette  
Commissioner

**Department of Health and Human Services  
FINANCIAL DETAILS**

**05-98-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

**Northern Human Services (Vendor Code 177222-B004)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$438,594	\$0	\$438,594
2022	102/500731	Contracts for Program Services	92204117	\$0	\$438,594	\$438,594
Sub-total				\$506,655	\$438,594	\$945,249

**Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Monadnock Family Services (Vendor Code 177610-B005)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$181,533	\$93,472	\$255,005

**Community Council of Nashua, NH (Vendor Code 154112-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$149,512	\$0	\$149,512
2021	102/500731	Contracts for Program Services	92204117	\$267,100	\$0	\$267,100
2022	102/500731	Contracts for Program Services	92204117	\$0	\$267,100	\$267,100
Sub-total				\$416,612	\$267,100	\$683,712

**The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$142,128	\$0	\$142,128
2021	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
2022	102/500731	Contracts for Program Services	92204117	\$0	\$266,477	\$266,477
Sub-total				\$408,605	\$266,477	\$675,082

**Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Community Partners of Strafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$93,472	\$0	\$93,472
2022	102/500731	Contracts for Program Services	92204117	\$0	\$93,472	\$93,472
Sub-total				\$161,533	\$93,472	\$255,005

**Total Family Support Services      \$2,709,675      \$1,799,480      \$4,509,155**

**Funding Amount Shared by Vendors as follows:**

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,675	\$0	\$2,802,675
2021	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
2022	102/500731	Contracts for Program Services	92234117	\$0	\$4,486,300	\$4,486,300
Sub-total				\$7,288,975	\$4,486,300	\$11,775,275

**Grand Total      \$9,998,650      \$6,285,760      \$16,284,430**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 12, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

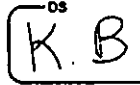
WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$12,030,280.
3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:
  7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:
  7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is \$2,802,675 for SFY 2020, \$4,348,800 for SFY 2021 and \$4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500. The combined statewide total shared price limitation among all agreements is \$11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners of Strafford County  
SS-2020-DBH-01-HOUSE-09-A02

A-S-1.0

Contractor Initials   
Date 6/18/2021

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
  12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/21/2021

Date

DocuSigned by:

*Katja Fox*

Name: Katja Fox

Title: Director

Behavioral Health & Developmental Services of Strafford  
County, Inc., d/b/a Community Partners of Strafford County

6/18/2021

Date

DocuSigned by:

*Kathleen Boisclair*

Name: Kathleen Boisclair,

Title: Board President



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/21/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program. (HBSP), hereby referenced as He-M 400, PART 406.
- 1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 1.7. The Contractor shall provide scattered-site housing and ensure full community integration.
- 1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

**2. Scope of Services**

- 2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.
- 2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:
    - 2.5.1.1. Guardian or other involved family member, as appropriate.
    - 2.5.1.2. Referring agent.
    - 2.5.1.3. Representative payee.
    - 2.5.1.4. Natural Supports.
    - 2.5.1.5. Identified mental health center representative.
  - 2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.5.2.1. Tenant rights and obligations.
    - 2.5.2.2. Annual recertification needs.
    - 2.5.2.3. The role of landlords.
  - 2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.
  - 2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
    - 2.5.5.1. Benefits eligibility and status.
    - 2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
      - 2.5.5.2.1. Supportive services.
      - 2.5.5.2.2. Substance use disorder treatment.
      - 2.5.5.2.3. Behavioral health care; psychiatric health care.
      - 2.5.5.2.4. Primary and medical health care.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:
- 2.6.1. Obtaining the individual's housing history.
  - 2.6.2. Assessing the individual's housing and community of choice preferences.
  - 2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.
  - 2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.6.5.1. Providing information to complete credit checks.
    - 2.6.5.2. Providing references.
    - 2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.
  - 2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
  - 2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.
  - 2.6.8. Ensuring the individual understands fair housing laws.
  - 2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
    - 2.6.9.1. Security deposits.
    - 2.6.9.2. Securing utilities.
    - 2.6.9.3. Obtaining furniture.
    - 2.6.9.4. Purchasing groceries.
  - 2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

- 2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.6.12.1. Security deposit financial assistance.
  - 2.6.12.2. Assistance with utility payments.
  - 2.6.12.3. Assistance with applying for food stamps.
  - 2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.
- 2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:
  - 2.8.1. Assistance with:
    - 2.8.1.1. Accessing food needs to decrease food insecurity.
    - 2.8.1.2. Finding donations for and linkage to apartment furnishing.
    - 2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.
    - 2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.
    - 2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.
    - 2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:
  - 2.8.1.7.1. Peer support agencies.
  - 2.8.1.7.2. Faith-based groups.
  - 2.8.1.7.3. Transportation services.
  - 2.8.1.7.4. Primary care services.
  - 2.8.1.7.5. Homemaker/personal care services.
  - 2.8.1.7.6. Legal aid.
- 2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.
- 2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.
- 2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.10.1. Treatment team meetings;
  - 2.10.2. Assertive Community Treatment (ACT) team meetings;
  - 2.10.3. Discharge planning meetings when the individual is leaving:
    - 2.10.3.1. New Hampshire Hospital;
    - 2.10.3.2. A Designated Receiving Facility;
    - 2.10.3.3. Glenclyff Home; or
    - 2.10.3.4. Transitional Housing Supports;
  - 2.10.4. Self-observations;
  - 2.10.5. Feedback from landlords; and
  - 2.10.6. The Contractor's employed community-based staff.
- 2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.
- 2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the \$250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

- 2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.
- 2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

**3. Phoenix System**

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

- 3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

- 3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
- 3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
- 3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
- 3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
  - 3.3.1. All data is formatted in accordance with the file specifications;
  - 3.3.2. No records will reject due to illegal characters or invalid formatting; and
  - 3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 3.4. The Contractor shall meet the following data entry standards:
  - 3.4.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
  - 3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
  - 3.4.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

**4. Staffing**

- 4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.
- 4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**5. Reporting**

- 5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 5.2. The Contractor shall notify the Department, in writing, each month of:
  - 5.2.1. The names of individuals who exited the program, the reason, and the date of exit.
  - 5.2.2. The names of individuals who have passed away, and the date of their passing.
  - 5.2.3. The date an individual signs a lease, including date of move-in.
  - 5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 5.3.1.1. Transportation.
    - 5.3.1.2. Substance use disorder services.
    - 5.3.1.3. Access to mental health services;
    - 5.3.1.4. Access to medical healthcare.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**Exhibit A**

- 5.3.1.5. Unit safety.
- 5.3.1.6. Permanent housing transition;
- 5.3.1.7. Financial hardship.
- 5.3.2. Barriers experienced by the Contractor.
- 5.3.3. Resolutions of barriers experienced by the individual and the Contractor.
- 5.3.4. Number of individuals who received an eviction notice due to their behaviors.
- 5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

**6. Performance Measures**

- 6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 6.2. The performance measures will be designated to evaluate:
  - 6.2.1. Percentage of individuals receiving housing services.
  - 6.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 6.2.3.1. Individuals who have experienced homelessness;
    - 6.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 6.2.3.3. Individuals who were incarcerated; and
    - 6.2.3.4. Individuals who were admitted to NHH.
  - 6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.



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Lori A. Shilbette  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-851-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 18, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by \$1,354,971 from \$8,643,679 to \$9,998,650 of which \$7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
West Central Services d/b/a West Central Behavioral Health	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	\$158,800		\$6,678,775	\$347,855			\$7,795,630
Riverbend Community Mental Health, Inc.	\$331,626		\$6,851,601	\$76,979			\$7,697,580

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 4

Monadnock Family Services	\$158,800	Total Shared Price Limitation \$6,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	\$348,852		\$6,868,827	\$67,760			\$7,705,587
The Mental Health Center of Greater Manchester, Inc.	\$331,626		\$6,851,601	\$78,979			\$7,697,580
Seacoast Mental Health Center, Inc.	\$158,800		\$6,678,775	\$2,733			\$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	\$158,800		\$6,678,775	\$2,733			\$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	\$158,800		\$6,678,775	\$2,733			\$7,450,508
<b>Total:</b>	<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>	<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,998,650**</b>
* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.							
** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.							

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

Please see attached financial details.

#### EXPLANATION

This request is Sole Source because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shubinette". The signature is written in a cursive, flowing style.

Lori A. Shubinette  
Commissioner

## FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## West Central Services DBA West Central Behavioral Health (Vendor Code 177634-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

## Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,738	\$347,855	\$438,594
Sub-total				\$158,800	\$347,855	\$506,655

## Rivertown 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	\$189,488	\$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 174039-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Community Partners of Stafford County (Vendor Code 177278-B002)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**CLM Center for Life Management (Vendor Code 174116-R001)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	\$68,061	\$0	\$68,061
2021	102/500731	Contracts for Program Services	92204117	\$90,739	\$2,733	\$93,472
Sub-total				\$158,800	\$2,733	\$161,533

**Total Family Support Services    \$2,123,704    \$585,971    \$2,709,675**

Funding Amount Shared by Vendors as follows:

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	\$2,802,875	\$0	\$2,802,875
2021	102/500731	Contracts for Program Services	92234117	\$3,717,300	\$769,000	\$4,486,300
Sub-total				\$6,519,975	\$769,000	\$7,288,975

**Grand Total    \$8,643,679    \$1,354,971    \$9,998,650**

**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Housing Bridge Subsidy Program Services**

This 1<sup>st</sup> Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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

SS-2020-DBH-01-HOUSE-09-A01

Amendment #1

Page 1 of 5

Contractor Initials

Date

BL  
10/6/2020

**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*

ED90C16D1C33412

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*

4B73C48CE1454B9...

Name: Brian Collins

Title: executive director

DocuSign Envelope ID: C96E8D32-755B-45CA-A2C0-43EE50C02D89

**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

Declassified by:

A handwritten signature in black ink, appearing to read "C. Pinos".

D2C4127E132C4AE

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: Southford Health & Developmental Services of Bradford County, Inc.											
GBA Community Partners of Bradford County											
Budget Request for: Housing Bridge Stability 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 Salaries/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144.00	\$ -	\$ -	\$ 55,144.00	
2. Employee Benefits	\$ 18,343.00	\$ -	\$ 18,343.00	\$ -	\$ -	\$ -	\$ 18,343.00	\$ -	\$ -	\$ 18,343.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	
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	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ 300.00	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ 450.00	
Insurance	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	
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. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Criminal Records Check	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
14. Admin	\$ -	\$ 10,815.00	\$ 10,815.00	\$ -	\$ -	\$ -	\$ -	\$ 10,815.00	\$ 10,815.00	\$ -	
<b>TOTAL</b>	<b>\$ 83,437</b>	<b>\$ 10,815</b>	<b>\$ 94,252</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,437</b>	<b>\$ 10,815</b>	<b>\$ 94,252</b>	<b>\$ -</b>	

Indirect As A Percent of Direct



Jeffrey A. Meyers  
Commissioner

Kelja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-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
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

#### EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule H&M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individual is placed on the Housing Choice Voucher wait list to when the individual is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2-3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is \$715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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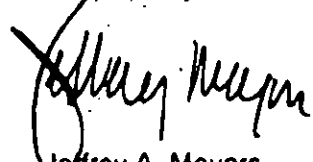
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers  
Commissioner

## Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

## Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			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	\$189,340
			Subtotal	\$338,852

## The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			Subtotal	\$331,626

## Financial Details

## Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## Community Partners of Stafford County (Vendor Code 177278-8002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

## CLM Center of Life Management (Vendor Code 174118-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>
<b>Total Family Support Services</b>				<b><u>\$2,123,704</u></b>

## Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			<b>Subtotal</b>	<b>\$6,519,975</b>

FORM NUMBER P-37 (version 5/8/15)

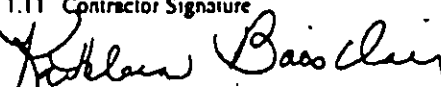
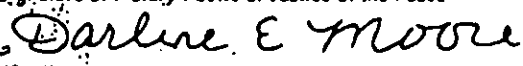
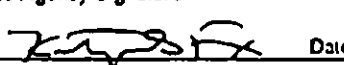

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-09)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agreed 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 Acknowledgement: State of New Hampshire, County of Strafford On July 26 <sup>th</sup> , 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  Date: 8/2/19		1.15 Name and Title of State Agency Signatory K. J. 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

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 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 (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

## Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

Statewide Health Developmental Services of Stafford County, Inc.

Statewide Health Developmental Services of Stafford County, Inc.  
Statewide Health Developmental Services of Stafford County, Inc.  
Budget Request for Housing Bridge Subsidy Program Services

Budget Period: FY2020 October 1, 2019 to June 30, 2020

Line Item	Fiscal Program Cost			Commodity Sales / Other			Funded by third parties shown		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Local Administration	11,471.00		11,471.00				11,471.00		11,471.00
2 General Services	11,471.00		11,471.00				11,471.00		11,471.00
3 Personnel									
4 Materials									
5 Travel									
6 Food and Beverages									
7 Professional Services	725.00		725.00				725.00		725.00
8 Research									
9 Evaluation									
10 Information									
11 Training									
12 Other	375.00		375.00				375.00		375.00
13 Total	11,846.00		11,846.00				11,846.00		11,846.00
14 General Services	11,846.00		11,846.00				11,846.00		11,846.00
15 Local Administration	725.00		725.00				725.00		725.00
16 Personnel	375.00		375.00				375.00		375.00
17 Materials									
18 Travel									
19 Food and Beverages									
20 Professional Services	375.00		375.00				375.00		375.00
21 Research									
22 Evaluation									
23 Information									
24 Training									
25 Other	375.00		375.00				375.00		375.00
26 Total	11,846.00		11,846.00				11,846.00		11,846.00
27 General Services	11,846.00		11,846.00				11,846.00		11,846.00
28 Local Administration	725.00		725.00				725.00		725.00
29 Personnel	375.00		375.00				375.00		375.00
30 Materials									
31 Travel									
32 Food and Beverages									
33 Professional Services	375.00		375.00				375.00		375.00
34 Research									
35 Evaluation									
36 Information									
37 Training									
38 Other	375.00		375.00				375.00		375.00
39 Total	11,846.00		11,846.00				11,846.00		11,846.00
40 General Services	11,846.00		11,846.00				11,846.00		11,846.00
41 Local Administration	725.00		725.00				725.00		725.00
42 Personnel	375.00		375.00				375.00		375.00
43 Materials									
44 Travel									
45 Food and Beverages									
46 Professional Services	375.00		375.00				375.00		375.00
47 Research									
48 Evaluation									
49 Information									
50 Training									
51 Other	375.00		375.00				375.00		375.00
52 Total	11,846.00		11,846.00				11,846.00		11,846.00
53 General Services	11,846.00		11,846.00				11,846.00		11,846.00
54 Local Administration	725.00		725.00				725.00		725.00
55 Personnel	375.00		375.00				375.00		375.00
56 Materials									
57 Travel									
58 Food and Beverages									
59 Professional Services	375.00		375.00				375.00		375.00
60 Research									
61 Evaluation									
62 Information									
63 Training									
64 Other	375.00		375.00				375.00		375.00
65 Total	11,846.00		11,846.00				11,846.00		11,846.00
66 General Services	11,846.00		11,846.00				11,846.00		11,846.00
67 Local Administration	725.00		725.00				725.00		725.00
68 Personnel	375.00		375.00				375.00		375.00
69 Materials									
70 Travel									
71 Food and Beverages									
72 Professional Services	375.00		375.00				375.00		375.00
73 Research									
74 Evaluation									
75 Information									
76 Training									
77 Other	375.00		375.00				375.00		375.00
78 Total	11,846.00		11,846.00				11,846.00		11,846.00
79 General Services	11,846.00		11,846.00				11,846.00		11,846.00
80 Local Administration	725.00		725.00				725.00		725.00
81 Personnel	375.00		375.00				375.00		375.00
82 Materials									
83 Travel									
84 Food and Beverages									
85 Professional Services	375.00		375.00				375.00		375.00
86 Research									
87 Evaluation									
88 Information									
89 Training									
90 Other	375.00		375.00				375.00		375.00
91 Total	11,846.00		11,846.00				11,846.00		11,846.00
92 General Services	11,846.00		11,846.00				11,846.00		11,846.00
93 Local Administration	725.00		725.00				725.00		725.00
94 Personnel	375.00		375.00				375.00		375.00
95 Materials									
96 Travel									
97 Food and Beverages									
98 Professional Services	375.00		375.00				375.00		375.00
99 Research									
100 Evaluation									
101 Information									
102 Training									
103 Other	375.00		375.00				375.00		375.00
104 Total	11,846.00		11,846.00				11,846.00		11,846.00
105 General Services	11,846.00		11,846.00				11,846.00		11,846.00
106 Local Administration	725.00		725.00				725.00		725.00
107 Personnel	375.00		375.00				375.00		375.00
108 Materials									
109 Travel									
110 Food and Beverages									
111 Professional Services	375.00		375.00				375.00		375.00
112 Research									
113 Evaluation									
114 Information									
115 Training									
116 Other	375.00		375.00				375.00		375.00
117 Total	11,846.00		11,846.00				11,846.00		11,846.00
118 General Services	11,846.00		11,846.00				11,846.00		11,846.00
119 Local Administration	725.00		725.00				725.00		725.00
120 Personnel	375.00		375.00				375.00		375.00
121 Materials									
122 Travel									
123 Food and Beverages									
124 Professional Services	375.00		375.00				375.00		375.00
125 Research									
126 Evaluation									
127 Information									
128 Training									
129 Other	375.00		375.00				375.00		375.00
130 Total	11,846.00		11,846.00				11,846.00		11,846.00
131 General Services	11,846.00		11,846.00				11,846.00		11,846.00
132 Local Administration	725.00		725.00				725.00		725.00
133 Personnel	375.00		375.00				375.00		375.00
134 Materials									
135 Travel									
136 Food and Beverages									
137 Professional Services	375.00		375.00				375.00		375.00
138 Research									
139 Evaluation									
140 Information									
141 Training									
142 Other	375.00		375.00				375.00		375.00
143 Total	11,846.00		11,846.00				11,846.00		11,846.00
144 General Services	11,846.00		11,846.00				11,846.00		11,846.00
145 Local Administration	725.00		725.00				725.00		725.00
146 Personnel	375.00		375.00				375.00		375.00
147 Materials									
148 Travel									
149 Food and Beverages									
150 Professional Services	375.00		375.00				375.00		375.00
151 Research									
152 Evaluation									
153 Information									
154 Training									
155 Other	375.00		375.00				375.00		375.00
156 Total	11,846.00		11,846.00				11,846.00		11,846.00
157 General Services	11,846.00		11,846.00				11,846.00		11,846.00
158 Local Administration	725.00		725.00				725.00		725.00
159 Personnel	375.00		375.00				375.00		375.00
160 Materials									
161 Travel									
162 Food and Beverages									
163 Professional Services	375.00		375.00				375.00		375.00
164 Research									
165 Evaluation									
166 Information									
167 Training									
168 Other	375.00		375.00				375.00		375.00
169 Total	11,846.00		11,846.00				11,846.00		11,846.00
170 General Services	11,846.00		11,846.00				11,846.00		11,846.00
171 Local Administration	725.00		725.00				725.00		725.00
172 Personnel	375.00		375.00				375.00		375.00
173 Materials									
174 Travel									
175 Food and Beverages									
176 Professional Services	375.00		375.00				375.00		375.00
177 Research									
178 Evaluation									
179 Information									
180 Training									
181 Other	375.00		375.00				375.00		375.00
182 Total	11,846.00		11,846.00				11,846.00		11,846.00
183 General Services	11,846.00		11,846.00				11,846.00		11,846.00
184 Local Administration	725.00		725.00				725.00		725.00
185 Personnel	375.00		375.00				375.00		375.00
186 Materials									
187 Travel									
18									

**Exhibit B-2 Budget**

### Planning Group Summary Report Questions

NEW HANOVER, DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Downloaded from** [http://www.industrydocuments.ucsf.edu/docs/0978](#)

Line Item	Total Program Cost		Commodity Market Share		Funded by State Government	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Land Acquisition	11,100,000		11,100,000		11,100,000	
2. Construction	18,250,000		18,250,000		18,250,000	
3. Equipment						
4. Personnel						
5. Travel						
6. Rental and Maintenance						
7. Miscellaneous	1,600,000		1,600,000		1,600,000	
A. Program						
8. Construction						
9. Equipment						
10. Personnel						
11. Travel						
12. Rental and Maintenance	300,000		300,000		300,000	
13. Miscellaneous	1,300,000		1,300,000		1,300,000	
B. Program						
14. Construction						
15. Equipment						
16. Personnel						
17. Travel						
18. Rental and Maintenance	300,000		300,000		300,000	
19. Miscellaneous	1,300,000		1,300,000		1,300,000	
C. Program						
20. Construction						
21. Equipment						
22. Personnel						
23. Travel						
24. Rental and Maintenance	300,000		300,000		300,000	
25. Miscellaneous	1,300,000		1,300,000		1,300,000	
D. Program						
26. Construction						
27. Equipment						
28. Personnel						
29. Travel						
30. Rental and Maintenance	300,000		300,000		300,000	
31. Miscellaneous	1,300,000		1,300,000		1,300,000	
E. Program						
32. Construction						
33. Equipment						
34. Personnel						
35. Travel						
36. Rental and Maintenance	300,000		300,000		300,000	
37. Miscellaneous	1,300,000		1,300,000		1,300,000	
F. Program						
38. Construction						
39. Equipment						
40. Personnel						
41. Travel						
42. Rental and Maintenance	300,000		300,000		300,000	
43. Miscellaneous	1,300,000		1,300,000		1,300,000	
G. Program						
44. Construction						
45. Equipment						
46. Personnel						
47. Travel						
48. Rental and Maintenance	300,000		300,000		300,000	
49. Miscellaneous	1,300,000		1,300,000		1,300,000	
H. Program						
50. Construction						
51. Equipment						
52. Personnel						
53. Travel						
54. Rental and Maintenance	300,000		300,000		300,000	
55. Miscellaneous	1,300,000		1,300,000		1,300,000	
I. Program						
56. Construction						
57. Equipment						
58. Personnel						
59. Travel						
60. Rental and Maintenance	300,000		300,000		300,000	
61. Miscellaneous	1,300,000		1,300,000		1,300,000	
J. Program						
62. Construction						
63. Equipment						
64. Personnel						
65. Travel						
66. Rental and Maintenance	300,000		300,000		300,000	
67. Miscellaneous	1,300,000		1,300,000		1,300,000	
K. Program						
68. Construction						
69. Equipment						
70. Personnel						
71. Travel						
72. Rental and Maintenance	300,000		300,000		300,000	
73. Miscellaneous	1,300,000		1,300,000		1,300,000	
L. Program						
74. Construction						
75. Equipment						
76. Personnel						
77. Travel						
78. Rental and Maintenance	300,000		300,000		300,000	
79. Miscellaneous	1,300,000		1,300,000		1,300,000	
M. Program						
80. Construction						
81. Equipment						
82. Personnel						
83. Travel						
84. Rental and Maintenance	300,000		300,000		300,000	
85. Miscellaneous	1,300,000		1,300,000		1,300,000	
N. Program						
86. Construction						
87. Equipment						
88. Personnel						
89. Travel						
90. Rental and Maintenance	300,000		300,000		300,000	
91. Miscellaneous	1,300,000		1,300,000		1,300,000	
O. Program						
92. Construction						
93. Equipment						
94. Personnel						
95. Travel						
96. Rental and Maintenance	300,000		300,000		300,000	
97. Miscellaneous	1,300,000		1,300,000		1,300,000	
P. Program						
98. Construction						
99. Equipment						
100. Personnel						
101. Travel						
102. Rental and Maintenance	300,000		300,000		300,000	
103. Miscellaneous	1,300,000		1,300,000		1,300,000	
104. TOTAL	0	0.0017	0	0.0017	0	0.0017

— Y.B  
— 7/21/2017

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 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

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.

Exhibit C - Special Provisions

Contractor Initials

K.B.



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 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

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 effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**1.2. Section 10, Termination, is amended by adding the following language:**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

- 2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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 GRANTEEES 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-4.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Name: Kathleen Boisclair  
Title: President

Exhibit E - Certification Regarding Lobbying

Vendor Initials

K.B.  
Date 7/26/2019

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: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

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 – OJJOP 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

8/27/14  
Rev. 10/21/14

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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 Strafford 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 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: Behavioral Health & Developmental Services of Stratford 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 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  
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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

3/2014

Vendor Initials K.B.

Date 7/26/2019

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 K. B.

Date 7/26/2019

## 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 7/26/2017



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.

(6) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 5 of 6

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

Katya S. Fox  
Signature of Authorized Representative

Katya 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 JFORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO        YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

       NO        YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I: RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov