



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
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December 17, 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 amend an existing **Retroactive, Sole Source** amendment to an existing contract with The Mental Health Center of Greater Manchester (VC#177184 B-001), Manchester, NH for mobile crisis services and supports and Projects for Assistance in Transition from Homelessness Program services to individuals who are in crisis related to their opioid use or post opioid overdose, by increasing the price limitation by \$299,621 from \$1,244,084 to \$1,543,705 and by extending the completion date from September 29, 2020 to September 29, 2021 effective retroactive to September 29, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 19, 2019, item #17 and most recently amended with Governor and Council approval on October 23, 2019, item #20.

Funds are available in the following account for State Fiscal Year 2020, and are anticipated to be available in State Fiscal Years 2021, 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.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SCS, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	92057040	\$424,140	\$(424,140)	\$0
2020	102-500731	Contracts for Prog Svc	92057040	\$650,353	\$(65,000)	\$585,353
2021	102-500731	Contracts for Prog Svc	92057040	\$169,591	\$0	\$169,591
2021	102-500731	Contracts for Prog Svc	92057047	\$0	\$141,430	\$141,430

2021	102-500731	Contracts for Prog Svc	92057048	\$0	\$443,832	\$443,832
2022	102-500731	Contracts for Prog Svc	92057048	\$0	\$203,499	\$203,499
			Total	\$1,244,084	\$299,621	\$1,543,705

EXPLANATION

This request is **Retroactive** because sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred. This request is **Sole Source** because the City of Manchester is experiencing a disproportionate amount of individuals with an opioid use disorder who are without housing.

The Projects for Assistance in Transition from Homelessness Program is designed to eliminate homelessness for individuals with serious mental illness or co-occurring mental illness and substance use disorder who are experiencing homelessness or are at risk of becoming homeless. The Mental Health Center of Greater Manchester is the State's approved community mental health program designated to provide comprehensive clinical and rehabilitative services to this population in mental health region seven (7), Greater Manchester. Integration of these services within the community mental health centers allows for more effective outcomes for those served, including greater engagement with treatment and achieving housing stability.

The purpose of this request is to continue ensuring mobile services and supports are available to individuals with opioid use disorders or post-opioid overdose in New Hampshire, regardless of age, including those individuals with co-occurring mental health issues.

Approximately 145 individuals will be served from September 30, 2020 to September 29, 2021.

These services are part of the State's funding from the Substance Abuse and Mental Health Services Administration under the State Opioid Response grant. The State is using State Opioid Response funds to make critical investments in the substance use disorder system to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to Medication Assisted Treatment over the course of the funding period.

The vendor is leveraging its existing role in providing behavioral health services through its mobile crisis response team in the Greater Manchester area.

The vendor must coordinate all individual data and services with the individual's Doorway to ensure that each individual served has the comprehensive assessment completed. The Doorways are responsible for gathering data on client-related outcomes including, but not limited to, recovery status, criminal justice involvement, employment and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with state opioid

response funded initiatives and to determine which programs are generating the best results for the clients served.

The Department will monitor contracted services using the following performance measures:

- Ensure that one hundred percent (100%) of individuals served, who enter care directly through the vendor and consent to information sharing with the Doorways', receive a Doorways referral for ongoing care coordination and Government Performance and Results Modernization Act data collection.
- Maintain a greater than ninety percent (>90%) Opioid Use Disorder Mobile Crisis Response Team hospital diversion rate.
- Assess one hundred percent (100%) of individuals contacted who present with suicidal ideation or behaviors.

As referenced in Exhibit C-1, Revisions to General Provisions, Paragraph 3. Renewal, of the original contract, the parties have the option to extend the agreement for up to two (2) 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 two (2) years available.

Should the Governor and Council not authorize this request, individuals with co-occurring opioid use disorders and mental illness who are experiencing homelessness may not receive the specialized outreach and engagement needed to facilitate access to services.

Area served: Greater Manchester Area

Source of Funds: CFDA #93.788, FAIN #H79TI081685 and H79TI083326

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

December 10, 2020

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend an existing **Retroactive, Sole Source** contract with The Mental Health Center of Greater Manchester (VC#177184 B-001), Manchester, NH as described below and referenced as DoIT No. 2019-052B.

The purpose of this amendment is to continue providing mobile crisis services and supports to individuals who are in crisis related to opioid use disorders or post-opioid overdose in New Hampshire, regardless of age, including those individuals with co-occurring mental health issues.

The funding amount for this amendment is \$299,621, increasing the current contract from \$1,244,084 to \$1,543,705 and by extending the completion date to September 29, 2021 from the original completion date of September 29, 2020. This amendment shall become effective upon Governor and Executive Council approval through September 29, 2021.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-052B
RID: N/A
cc: Michael Williams, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Mobile Crisis Services and Supports for
Opioid Use Disorder Contract**

This 2nd Amendment to the Mobile Crisis Services and Supports for Opioid Use Disorder contract (hereinafter referred to as "Amendment #2") 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 nonprofit with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #17) as amended on October 23, 2019, (Item #20) 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, 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 and increase the price limitation 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:
September 29, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,543,705.
3. Modify Exhibit A, Scope of Services and Exhibit A-1 – Amendment #1, Scope of Services, by replacing them in their entirety with Exhibit A Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein, in order to merge the Scope of Services and updated all references to State Opioid Response (SOR) Grant Standards.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards.
5. Modify Exhibit B-1, Budget by reducing the total budget amount by \$424,140, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 20 (September 30, 2020 through December 31, 2020) in the amount of \$141,430 as specified in Exhibit B-4 Amendment #2 NCE and for SFY 2021 (January 1, 2021 through June 30, 2021) in the amount of \$282,710 as specified in B-5 Amendment #2 SOR II.
6. Modify Exhibit B-2, Budget by reducing the total budget amount by \$65,000, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021) in the amount of \$50,623 as specified in B-5 Amendment #2 SOR II and for SFY 2021 (September 30, 2021 through June 30, 2021) in the amount of \$14,377 as specified in B-6 Amendment #2 SOR II PATH.
7. Add Exhibit B-4 Amendment #2 NCE, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-5 Amendment #2 SOR II, which is attached hereto and incorporated by reference

The Mental Health Center of
Greater Manchester, Inc.

Amendment #2

Contractor Initials

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**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

herein.

9. Add Exhibit B-6 Amendment #2 SOR II PATH, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-7 Amendment #2 SOR II, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-8 Amendment #2 SOR II PATH, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 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

12/16/2020

Date

DocuSigned by:

Katja Fox

EC0006ED04CE3443

Name: Katja Fox

Title: Director

The Mental Health Center of Greater Manchester

12/11/2020

Date

DocuSigned by:

William Rider

8C08F61E7CE34CE

Name: William Rider

Title: President/CEO



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

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

OFFICE OF THE ATTORNEY GENERAL

12/17/2020

Date

DocuSigned by:

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

D6CA9202E32C4AE...

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
Mobile Crisis Services and Supports for Opioid Use Disorder**



Exhibit A Amedment #2

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 contract, the Contractor shall be identified as a sub recipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Work

- 2.1. The Contractor shall provide mobile crisis services and supports to individuals in the Greater Manchester area who are in crisis related to their opioid use or post opioid overdose.
- 2.2. The Contractor shall ensure that the core mobile crisis services include:
 - 2.2.1. Maintaining a central internal phone triage system for crisis calls to be received or referred through:
 - 2.2.1.1. Emergency medical services;
 - 2.2.1.2. Law enforcement; and
 - 2.2.1.3. Doorways for Opioid Use Disorder Services (OUD).
 - 2.2.2. Providing an OUD Mobile Crisis Response Team (MCRT) with sufficient clinical support and oversight, which includes, but is not limited to:
 - 2.2.2.1. Staffing to screen incoming referrals.
 - 2.2.2.2. One (1) or more Peer Recovery Coach or Certified Recovery Support Worker.
 - 2.2.2.3. The ability to connect to an on-call clinician capable of providing crisis intervention counseling through the individual's Doorway or through the selected vendor(s) directly.
 - 2.2.2.4. A screening protocol for evaluating clinical and/or other safety concerns that includes but is not limited to:

The Mental Health Center of Greater
Manchester, Inc.

Exhibit A

Contractor Initials

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Date 12/11/2020



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

Exhibit A Amedment #2

- 2.2.2.4.1. Directing and dispatching of the OUD MCRT.
 - 2.2.2.4.2. Consulting with on-call and supervisory staff.
 - 2.2.2.4.3. Documenting and reporting of any recommendation not to dispatch the OUD MCRT.
 - 2.2.2.4.4. Meeting face-to-face with individuals in their environment to de-escalate crises without removing the individual from their home or community program.
 - 2.2.2.4.5. Providing sufficient staff capacity to meet the needs of the individuals served by the OUD MCRT.
 - 2.2.2.4.6. Coordinating transportation for individuals from the site of the crisis to their apartment, home, or other residential setting after stabilization has occurred.
 - 2.2.2.4.7. Working and coordinating with law enforcement personnel when responding to an individual in an OUD crisis with law enforcement involvement, including immediately post-overdose.
 - 2.2.2.4.8. Coordinating the individual's connection with the individual's nearest Doorway to assess individual's needs and identify services and supports necessary to meet the individual's needs;
 - 2.2.2.4.9. Conducting regular education and outreach activities with local emergency services, law enforcement and Doorway staff to promote appropriate referrals to and utilization of, crisis team resources.
 - 2.2.2.4.10. Developing a plan for formal agreements or memoranda of understanding with regional stakeholders including the Doorway, local law enforcement, and emergency medical personnel to ensure effective coordination with and delivery of mobile crisis services.
 - 2.2.2.4.11. Collecting and reporting data on service delivery, utilization and performance, as directed by the Department.
- 2.3. The Contractor shall provide a designated central internal phone number, that is available 24 hours per day, seven (7) days per week, which is answered by a Master's level clinician, and that accepts referrals for the OUD MCRT, from:
- 2.3.1. Doorways;
 - 2.3.2. Law enforcement; and
 - 2.3.3. Emergency medical personnel.

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**



Exhibit A Amedment #2

- 2.4. The Contractor shall use protocols during the initial screening of incoming referrals for OUD MCRT services, which include, but are not limited to:
 - 2.4.1. Providing immediate and direct phone triage services to assess an individual's needs 24 hours per day, seven (7) days per week.
 - 2.4.2. Providing face-to-face crisis services to individuals within one (1) hour of receiving a call.
 - 2.4.3. Conducting follow-up calls within 24 hours of receipt of the original call.
 - 2.4.4. Providing follow-up home visits within 24 hours.
 - 2.4.5. Meeting at a mutually agreed upon home or community environment.
 - 2.4.6. Coordinating with emergency medical services, law enforcement, and the individual's Doorway.
- 2.5. The Contractor shall provide a risk assessment tool to assess the safety of the OUD MCRT member(s) being dispatched to assist the individual after attempting to gather individual's information, which includes, but is not limited to:
 - 2.5.1. Demographic information that includes, but is not limited to:
 - 2.5.1.1. Name.
 - 2.5.1.2. Date of birth.
 - 2.5.1.3. Telephone number.
 - 2.5.1.4. Current location.
 - 2.5.1.5. Home address.
 - 2.5.2. Psychiatric/co-occurring history.
 - 2.5.3. Current situation and chief complaint.
 - 2.5.4. Current and history of suicidality, self-harm, violence towards others.
 - 2.5.5. Current and history of substance use, including current intoxication.
 - 2.5.6. Amount of substance used.
 - 2.5.7. Current symptoms.
 - 2.5.8. Environmental safety, including but not limited to whether there are guns, drugs, others who are violent, animals present.
 - 2.5.9. Health concerns.
 - 2.5.10. Current and history of legal issues.
 - 2.5.11. Current health care and mental health providers.



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Mobile Crisis Services and Supports for Opioid Use Disorder**

Exhibit A Amedment #2

- 2.5.12. Current medications.
- 2.6. The Contractor shall ensure the OUD MCRT completes an Outreach Risk Assessment if action is determined to be required upon initial phone contact.
- 2.7. The Contractor shall ensure coverage is provided during multiple concurrent crises referrals by utilizing:
- 2.7.1. Skilled Master Licensed Alcohol and Drug Counselors/Licensed Alcohol and Drug Counselors (MLADC/LADC), including full-time and per diem staff, scheduled 24 hours per day, seven (7) days per week;
 - 2.7.2. Experienced Peer Recovery Coaches/Certified Recovery Support Workers (CRSWs) scheduled per diem 24 hours per day, seven (7) days per week;
 - 2.7.3. A 24 hour, seven (7) days per week schedule of MLADCs, LADCs and CRSWs who function as "back-ups" for the regularly scheduled clinicians;
 - 2.7.4. Tertiary "back-up" staff who are skilled and versed in OUD MCRT work; and
 - 2.7.5. Additional support 24 hours per day, seven (7) days per week from an on-call psychiatrist, an Advanced Practice Registered Nurse (APRN), OUD MCRT supervisory staff and the Administrator-on-call.
- 2.8. The Contractor shall provide the services and supports during a crisis response that include, but are not limited to:
- 2.8.1. Phone triage:
- 2.8.1.1. Phone triage shall be completed by a Master's level clinician, which included, but is not limited to:
 - 2.8.1.1.1. Completing the initial risk assessment;
 - 2.8.1.1.2. Making a determination as to what level of service will be provided to the caller;
 - 2.8.1.1.3. Utilizing the telephone triage for information and referral to the community; and
 - 2.8.1.1.4. Assisting the caller by providing information to make informed decisions about accessing services related to their behavioral health crisis.
- 2.8.2. Phone coaching:
- 2.8.2.1. Phone coaching shall be completed by a Master's level clinician, or Peer Recovery Coach or Certified Recovery Support Worker, which includes, but is not limited to:

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**



Exhibit A Amedment #2

- 2.8.2.1.1. Giving equal attention to the individual's immediately available and potentially available assets;
- 2.8.2.1.2. Providing strengths based approach to help affirm the individual's role as an active partner in the resolution of the crisis by marshalling his or her capabilities.
- 2.8.3. Peer recovery coaching and certified recovery support:
 - 2.8.3.1. Peer recovery coaching and certified recovery support shall be provided by Peer Recovery Coaches or Certified Recovery Support Workers, in partnership with all members of the OUD MCRT in an effort to maximize the person's recovery capital index and include, but are not limited to:
 - 2.8.3.1.1. Offering opportunities for the individual to connect with a supportive circle of people who have shared experiences;
 - 2.8.3.1.2. Provide supportive counseling;
 - 2.8.3.1.3. Identify potential community based resources; and
 - 2.8.3.1.4. Problem solving regarding life stressors.
- 2.8.4. Lethality and level of care assessment:
 - 2.8.4.1. Lethality and level of care assessment shall be completed by a Master's level clinician and includes, but is not limited to:
 - 2.8.4.1.1. A comprehensive face-to-face assessment including a direct interview of the individual in crisis;
 - 2.8.4.1.2. A crisis assessment that includes, but is, but not be limited to identifying:
 - 2.8.4.1.2.1. Presenting problems and a narrative of how and why the individual is presenting at this time;
 - 2.8.4.1.2.2. Immediate safety concerns from the point of view of the individual in crisis, including suicidal ideation;
 - 2.8.4.1.2.3. Referring parties and other collateral sources when relevant;
 - 2.8.4.1.2.4. Crisis precipitants;
 - 2.8.4.1.2.5. Internal and external supports;
 - 2.8.4.1.2.6. History of relevant past symptoms;
 - 2.8.4.1.2.7. Treatments;
 - 2.8.4.1.2.8. Medical and substance co-morbidities; and



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Mobile Crisis Services and Supports for Opioid Use Disorder**

Exhibit A Amedment #2

2.8.4.1.2.9. Functional status.

- 2.8.4.1.3. Current mental status exam with serial assessment over time and in response to immediate treatment interventions;
- 2.8.4.1.4. Creation of a disposition, crisis, and recovery plan;
- 2.8.4.1.5. Utilization of skills to ameliorate discomfort and affirm the individual's crisis; and
- 2.8.4.1.6. Identification and activation of the individual's own skills to manage the crisis.

2.8.5. Crisis stabilization:

2.8.5.1. Crisis stabilization shall be provided by a Master's level clinician, which includes, but is not limited to:

- 2.8.5.1.1. Ongoing lethality assessment;
- 2.8.5.1.2. Case management and connection to community based services;
- 2.8.5.1.3. Therapeutic services;
- 2.8.5.1.4. Coordination with the Doorway;
- 2.8.5.1.5. Possible admission to a Crisis Stabilization bed, to provide brief and continuous psychiatric and/or substance misuse intervention in a community-based environment structured both to maximize respite and support and to minimize the need for inpatient hospitalization; and
- 2.8.5.1.6. Crisis stabilization beds shall be monitored by a Master's Level Clinician and a Peer Recovery Coach/Certified Recovery Support Worker in consultation with an on-call psychiatrist or APRN.

2.8.5.2. Interventions that include, but are not limited to:

- 2.8.5.2.1. Ongoing safety assessment;
- 2.8.5.2.2. Supervision;
- 2.8.5.2.3. Serial evaluation of mental status;
- 2.8.5.2.4. Focus on coping strengths;
- 2.8.5.2.5. Developing a recovery plan;
- 2.8.5.2.6. Medication evaluation;
- 2.8.5.2.7. Supportive therapy;
- 2.8.5.2.8. Referrals for psychiatric/co-occurring, social service, substance, medical aftercare; and



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Mobile Crisis Services and Supports for Opioid Use Disorder**

Exhibit A Amedment #2

- 2.8.5.2.9. Coordination with the Doorway.
- 2.8.6. Emergency psychopharmacology:
 - 2.8.6.1. Emergency psychopharmacology shall be provided by a full time Nurse Practitioner, Monday through Friday, on the first shift of the day, and there shall be an on-call psychiatrist available after hours for those individuals who are:
 - 2.8.6.1.1. Experiencing an acute crisis and require initiation of medications; and
 - 2.8.6.1.2. More established individuals who have either been non-adherent to medications or where medications have not been effective.
- 2.8.7. Case management:
 - 2.8.7.1. Case management services shall be expedited through referral and linkage to community-based services through the Contractor's partnering with multiple organizations in a behaviorally integrated manner.
- 2.8.8. Law enforcement, emergency medical and Doorway coordination:
 - 2.8.8.1. Law enforcement/emergency medical/Doorway coordination shall be provided 24 hours per day, seven (7) days per week through coordination with area police and fire, emergency medical personnel, and the Doorway to ensure that individuals in need find the path to recovery; and
 - 2.8.8.2. Coordination may also include the use of the Contractor's Intensive Transition Team that screens individuals for social determinants of health and connects them to community-based services, which ensure smooth care transitions.
 - 2.8.8.2.1. Social determinants of health are defined as the conditions in the environments where people are born, live, learn work, play, worship and age that affect a wide range of health, functioning, and quality of life outcomes and risks.
- 2.9. The Contractor shall provide de-escalation interventions within one (1) hour of receiving a request, ensuring de-escalation interventions include, but are not limited to:
 - 2.9.1. Operating the OUD MCRT crisis response line 24 hours per day, seven (7) days per week:
 - 2.9.1.1. Respond to crises face-to-face in the community within one (1) hour, beginning with the initial telephone triage response by the Master's Level Clinician.

- 2.9.2. Individual-centered recovery, which includes, but is not limited to:

The Mental Health Center of Greater
Manchester, Inc.

Exhibit A

Contractor Initials

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**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

Exhibit A Amedment #2

- 2.9.2.1. Intent, empathetic and careful listening while validating, displaying interest and hope to assist the intensity of the moment;
- 2.9.2.2. For individuals known to the Contractor, provide immediate access to the individuals own crisis care plan and strengths along with their personal goals via their Service Plan;
- 2.9.2.3. For individuals new to the Contractor, provide follow-up services, which shall include, but not be limited to:
 - 2.9.2.3.1. Crisis stabilization;
 - 2.9.2.3.2. Medication management; and
 - 2.9.2.3.3. Benefits assistance.
- 2.9.3. Peer support:
 - 2.9.3.1. The Contractor shall provide peer support through Peer Recovery Coaches/Certified Recovery Support Workers including, but not limited to:
 - 2.9.3.1.1. Promoting recovery;
 - 2.9.3.1.2. Building upon skills; and
 - 2.9.3.1.3. Offering support.
- 2.9.4. Evidence based practices (EBP) shall be provided by Master's Level Clinicians who offer a wide range of responses to assist the individual in managing the crisis effectively in their natural environment;
- 2.9.5. Substance use disorder (SUD) treatment:
 - 2.9.5.1. Substance use disorder treatment shall include but is not limited to:
 - 2.9.5.1.1. Utilizing Motivational Interviewing at the time of the crisis and during follow-up visits, when indicated;
 - 2.9.5.1.2. Offering support;
 - 2.9.5.1.3. Offering guidance; and
 - 2.9.5.1.4. Offering transportation to persons wishing to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and any other self-help groups and 12 Step groups.
- 2.9.6. Medication assisted treatment (MAT):
 - 2.9.6.1. The Contractor shall provide referrals to MAT Stabilization and Maintenance Clinics in combination with the following services, which include, but are not limited to:
 - 2.9.6.1.1. Substance abuse counseling;



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

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- 2.9.6.1.2. Group and individual therapy;
- 2.9.6.1.3. Nursing and psychiatric/co-occurring services; and
- 2.9.6.1.4. Linkage and coordination to local resources.
- 2.9.7. Trauma informed care:
 - 2.9.7.1. The Contractor's clinicians will be trained in trauma informed practice to better be able to assess, understand and assist in restructuring the emotional process of the individual experiencing the crisis.
- 2.9.8. Support systems:
 - 2.9.8.1. The Contractor's Master's Level Clinicians, Peer Recovery Coaches and Certified Recovery Support Workers shall identify and mobilize supports within the individual's natural environment;
 - 2.9.8.2. Immediate and direct referrals shall be made as needed, which shall include, but not be limited to:
 - 2.9.8.2.1. Substance Use Disorder services;
 - 2.9.8.2.2. Medication Services;
 - 2.9.8.2.3. Crisis bed/apartment referral;
 - 2.9.8.2.4. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available;
 - 2.9.8.2.5. Transportation shall be offered to bring an individual experiencing a OUD crisis to the most supportive and appropriate setting; and
 - 2.9.8.2.6. Transportation shall also be arranged to return the individual to their natural environment after receiving OUD MCRT services.
- 2.9.9. Intensive treatment team:
 - 2.9.9.1. The Contractor shall provide the individual with access to their Intensive Transition Team which screens individuals per the determinants of health, and connects them to community-based services, ensuring smooth care transitions for up to forty five (45) days.
- 2.9.10. Suicide risk assessment:
 - 2.9.10.1. The Contractor's clinicians will screen individuals for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS);
 - 2.9.10.2. Information shall be communicated via the Doorway.
- 2.10. The Contractor shall provide outreach and education to partners within their region including, but not limited to:

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- 2.10.1. Working closely with emergency rooms and related staff;
- 2.10.2. Identifying critical community stakeholders with assistance of the Department and planning on-going meetings; and
- 2.10.3. Training agency staff in OUD Mobile Crisis Services model of care.
- 2.11. The Contractor shall develop partner agreements with law enforcement, emergency medical personnel, schools, including regional universities and Doorways by coordinating the OUD MCRT with existing infrastructure, trainings and weekly provider meetings.
- 2.12. The Contractor shall engage with individuals in their home environments to prevent avoidable hospitalizations or escalation of a crisis by providing mobilized services which include, but are not limited to:
 - 2.12.1. On-going risk assessment;
 - 2.12.2. Crisis stabilization;
 - 2.12.3. Mobilization of natural supports;
 - 2.12.4. Solution-focused – brief psychotherapy;
 - 2.12.5. Crisis case management;
 - 2.12.6. Supportive counseling;
 - 2.12.7. Distress tolerance strategies;
 - 2.12.8. Access to medication services; and
 - 2.12.9. Access to recovery beds when necessary.
- 2.13. The Contractor shall respond to individuals who are post-opioid overdose either in the community or at the hospital by providing services which include, but are not limited to:
 - 2.13.1. On-site hospital referrals;
 - 2.13.2. Overdose education, which includes, but is not limited to:
 - 2.13.2.1. How to prevent, recognize and respond to an opioid overdose;
 - 2.13.2.2. Promote self-care and active non-pharmacological therapies including, but not limited to:
 - 2.13.2.2.1. Enhancing whole health self-care and lifestyle medication;
 - 2.13.2.2.2. Providing behavioral, mindfulness, and cognitive solution-focused interventions;
 - 2.13.2.2.3. Offering alternative and bridge therapies;



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- 2.13.2.2.4. Optimizing treatment of co-morbidities;
- 2.13.2.2.5. Providing assessment and connection for MAT; and
- 2.13.2.2.6. Using coordinated, team-based approach.
- 2.13.3. Engagement with the Intensive Transition Team, which shall include, but not be limited to:
 - 2.13.3.1. Identify and help connect recently discharged individuals to recovery services for up to forty-five (45) days.
- 2.14. The Contractor shall provide mobile treatment and recovery support services, which includes, but is not limited to:
 - 2.14.1. Crisis stabilization;
 - 2.14.2. Lethality and level of care assessment;
 - 2.14.3. Emergency psychopharmacology;
 - 2.14.4. Peer recovery coaching/certified recovery support,
 - 2.14.5. Access to MAT;
 - 2.14.6. Temporary bed access;
 - 2.14.7. Case management; and
 - 2.14.8. Urine drug testing.
- 2.15. The OUD MCRT shall have, at a minimum, peer recovery coaches or certified recovery support workers and a connection to the clinician(s) affiliated with the Doorways or directly through the vendor(s);
 - 2.15.1. The MCRT must have ability to provide community-based face-to-face assessments and interventions for people immediately post-opioid overdose or experiencing an OUD crisis, in order to de-escalate without removing the individuals from their homes or community programs, consistent with safety protocols. Crisis response can occur at multiple locations, including but not limited to:
 - 2.15.1.1. In or at the individual's homes;
 - 2.15.1.2. Other natural environments of residence;
 - 2.15.1.3. Community settings;
 - 2.15.1.4. Outpatient treatment settings;
 - 2.15.1.5. Police stations;
 - 2.15.1.6. Hospital emergency rooms; and

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- 2.15.1.7. In the community.
- 2.15.2. The MCRT shall respond to an individual's needs onsite, typically within one (1) hour of the request for crisis services, within their proposed region, recognizing that occasionally, reaching individuals in more distant, rural areas of the region may take more than one (1) hour. Response times will be recorded and reviewed as part of the process and detailed information will be gathered during the initial call.
- 2.15.3. The MCRT shall work to stabilize individuals as quickly as is practicable and assist them in returning to their pre-crisis level of functioning.
- 2.15.4. The MCRT shall work and coordinate with law enforcement or emergency medical personnel to respond to individuals in an OUD crisis in situations involving law enforcement or emergency medical personnel contact, including developing a partnership agreement with local department(s) within the region.
- 2.15.5. The MCRT shall involve Peer Recovery Coaches or Certified Recovery Support Worker(s) in providing crisis services and supports.
- 2.15.6. The MCRT shall coordinate the individual's connection with their Doorway to ensure assessment of the individual's needs and identifying services and supports necessary to meet the individual's needs.
- 2.15.7. The MCRT shall coordinate all individual data and services with the individual's Doorway to ensure that each individual served has a Government Performance and Results Act (GPRA) interview completed at intake, six (6) months, and at discharge.
- 2.16. When the individual consents to receiving ongoing care coordination from their Doorway, the Contractor shall ensure transportation is provided for individuals from the site of the crisis to the individual's local Doorway between the hours of 8:00 AM and 5:00 PM, and to their home, or other residential setting after stabilization has occurred if between the hours of 5:00 PM and 8:00 AM. Any staff member providing transportation shall have:
 - 2.16.1. A valid driver's license;
 - 2.16.2. A properly inspected vehicle; and
 - 2.16.3. Proof that vehicle is insured.

3. Staffing

- 3.1. The Contractor shall ensure the following staff are available to provide services:
 - 3.1.1. One (1) MCRT Director;
 - 3.1.2. One (1) MPD Officer;

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- 3.1.3. One (1) OUD MCRT Coordinator;
- 3.1.4. One (1) MCRT Assistant Coordinator;
- 3.1.5. One (1) Intake Clinician;
- 3.1.6. One (1) Certified Intentional Peer Support Specialist;
- 3.1.7. Four (4) Certified Recovery Support Workers;
- 3.1.8. Four (4) Master's Level Clinicians;
- 3.1.9. One (1) Nurse Practitioner;
- 3.1.10. One (1) Practice Assistant;
- 3.1.11. Four (4) Master Licensed Alcohol and Drug Counselors (MLADC) and/or Licensed Alcohol and Drug Counselors (LADC) Mobile Crisis Response Team Clinicians; and
- 3.1.12. One (1) OUD Intake Clinician.
- 3.2. The Contractor shall ensure an OUD MCRT Coordinator as part of the OUD MCRT has the following minimum qualifications:
 - 3.2.1. Master's degree in a human services field;
 - 3.2.2. Current New Hampshire license, or license eligible, MLADC;
 - 3.2.3. Valid driver's license;
 - 3.2.4. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage; and
 - 3.2.5. Training in crisis intervention, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders.
- 3.3. The Contractor shall ensure the intake clinician, as part of the OUD MCRT, has the following minimum qualifications:
 - 3.3.1. Master's degree in a human services field;
 - 3.3.2. At least one (1) year of work in the field of psychiatric/mental health services; and
 - 3.3.3. Training in crisis intervention.
- 3.4. The Contractor shall ensure Peer Support Specialist/Certified Recovery Support Workers as part of the OUD MCRT, have the following minimum qualifications:
 - 3.4.1. High school diploma or general educational development (GED) certificate;
 - 3.4.2. Work experience or college level education in the human services field preferred;

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- 3.4.3. Valid current driver's license;
- 3.4.4. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage;
- 3.4.5. Lived experience with a willingness to disclose information about personal recovery and successful management of mental health challenges;
- 3.4.6. Peer support certification through a program that is endorsed by the State of New Hampshire, or a willingness to work toward such certification; and
- 3.4.7. Training in crisis intervention.
- 3.5. The Contractor shall ensure MLADC/LADC OUD Mobile Crisis Response Team Clinicians have the following minimum qualifications:
 - 3.5.1. Master's degree in human services field;
 - 3.5.2. Master Licensed Alcohol and Drug Counselor or Licensed Alcohol and Drug Counselor credentials;
 - 3.5.3. One (1) year of work in the field of psychiatric/mental health services;
 - 3.5.4. Valid current driver's license;
 - 3.5.5. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage; and
 - 3.5.6. Training in crisis intervention, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders.
- 3.6. The Contractor shall have full time and per diem staff, scheduled 24 hours per day, seven (7) days per week, including skilled MLADCs/LADCs.
- 3.7. The Contractor shall have experienced Peer Recovery Coaches/Certified Recovery Support Workers (CRSWs) scheduled per diem 24 hours per day, seven (7) days per week to be available to join clinicians in mobile crisis response upon receiving notification, whose minimum requirements are:
 - 3.7.1. A high school diploma;
 - 3.7.2. Completion of training through the Recovery Coach Academy;
 - 3.7.3. Sixteen (16) hours of a Department approved Ethics Training;
 - 3.7.4. Six (6) hours of a Department-approved Suicide Prevention Training;
 - 3.7.5. Six (6) hours of a Department-approved training on co-occurring substance use and mental health disorders; and
 - 3.7.6. Be certified as a Certified Recovery Support Worker (CRSW), when possible.



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- 3.8. The Contractor shall have MLADCs/LADCs and CRSWs who function as back-ups for the regularly scheduled clinicians should they need assistance in fulfilling the community's need for OUD MCRT 24 hours per day, seven (7) days per week schedule;
- 3.9. The Contractor's OUD MCRT Coordinator, MCRT Director, or MCRT Assistant Director, shall all be Master's Level Clinicians and available to assume the role of the MLADCs as necessary to meet community needs.
- 3.10. The Contractor shall utilize tertiary "back-up" staff who are skilled and versed in OUD MCRT work and are employed in other roles within the agency during regular business hours, and elect to do per diem work, as needed, for the OUD MCRT after regular business work hours.
- 3.11. The Contractor shall have 24 hour seven (7) day per week access to additional support from on-call psychiatrist/APRN and MCRT supervisory staff and Administrator-On-Call, as needed, for consultation; OUD crisis management and treatment planning implementation and resolution of any issues and/or concerns that may arise.
- 3.12. The Contractor shall requiring supervisors to provide supervision to all staff on a minimum of once per month.

4. Projects for Assistance in Transition (PATH)

- 4.1. The Contractor shall provide services under the PATH from Homelessness program, in compliance with Public Health Services Act, Part C, to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. The Contractor shall provide services that include, but are not limited to:
 - 4.1.1. Outreach;
 - 4.1.2. Screening and diagnostic treatment;
 - 4.1.3. Staff training; and
 - 4.1.4. Case management.
- 4.2. The Contractor shall ensure PATH outreach is conducted wherever PATH-eligible clients are found.
- 4.3. The Contractor shall provide PATH case management services including, but not limited to, assisting eligible homeless individuals with:
 - 4.3.1. Obtaining and coordinating services including, but not limited to, referrals for primary health care.
 - 4.3.2. Obtaining income support services, including, but not limited to:
 - 4.3.2.1. Housing assistance;

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- 4.3.2.2. Food stamps; and
- 4.3.2.3. Supplementary security income benefits.
- 4.4. The Contractor shall provide identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH-eligible clients. The Contractor shall ensure PATH workers:
 - 4.4.1. Participate in periodic Outreach Worker Training programs scheduled by the Bureau of Housing Supports (BHS); and
 - 4.4.2. Provide housing supports as determined by the Department.
- 4.5. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 4.6. The Contractor shall ensure that each PATH worker is available to collaborate with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals.
- 4.7. The Contractor shall ensure, as part of the PATH outreach process, the designated PATH worker assesses each individual for immediacy of needs, and continues to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 4.8. The Contractor shall ensure the Department may observe PATH performance, activities and documents under this Agreement, and the Department shall ensure the observation will not unreasonably interfere with contractor performance.
- 4.9. The Contractor shall comply with all reporting requirements in accordance with the PATH Grant.
- 4.10. The Contractor shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).
- 4.11. The Contractor shall ensure programs providing services through this contract are familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry.
- 4.12. The Contractor shall inform the Department of any staffing changes in writing no later than ten (10) days after the change occurs.

5. Reporting and Deliverable Requirements

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- 5.1. The Contractor shall submit monthly reports to the Department, which include de-identified aggregate data no later than the tenth (10th) day of each month, ensuring the reports include, but are not limited to:
- 5.1.1. Diagnoses;
 - 5.1.2. Demographic characteristics;
 - 5.1.3. Substance use;
 - 5.1.4. Number of individuals served and types of services by the mobile crisis team;
 - 5.1.5. Number of individuals served and types of treatment and recovery services provided to s in the community (if applicable)
 - 5.1.6. Types of MAT received, if applicable;
 - 5.1.7. Employment status;
 - 5.1.8. Criminal justice involvement;
 - 5.1.9. Housing status;
 - 5.1.10. Insurance status and carrier of individual who received services;
 - 5.1.11. Date and time of contact;
 - 5.1.12. Location of where service was provided;
 - 5.1.13. Length of time service or services provided;
 - 5.1.14. Whether or not law enforcement was involved;
 - 5.1.15. Whether or not there was emergency medical personnel involvement;
 - 5.1.16. Whether or not services provided beyond the immediate crisis were coordinated with the Doorway(s);
 - 5.1.17. The number of individuals who were referred for ongoing care with their Doorway;
 - 5.1.18. Statistics on aversions from hospitalizations in the regions served;
 - 5.1.19. Outcome of service(s) provided, including hospitalization, Doorway contact, home, emergency room and any other service resulting from the contact;
 - 5.1.20. Response time; and
 - 5.1.21. Referral source, including doorway, law enforcement, or emergency medical personnel.
- 5.2. The Contractor shall ensure Specific, Measureable, Achievable, Relevant and Timed (SMART) outcomes for OUD MCRT to include, but not limited to:



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- 5.2.1. Contacting three hundred fifty (350) individuals who present with OUD within the first year of operation;
- 5.2.2. Receiving an average of three hundred fifty (350) referrals per month for individuals who present with OUD (including self-referrals and from community partners);
- 5.2.3. Answering an average of three hundred forty-five (345) phone calls per month for individuals who present with OUD;
- 5.2.4. Providing one hundred (100) bed days annually for individuals who present with OUD;
- 5.2.5. Providing OUD MCRT response within one (1) hour of request;
- 5.3. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department or SAMHSA.

6. Performance Measures

- 6.1. The Contractor shall ensure that 100% of individuals served, who enter care directly through the Contractor and consent to information sharing with the Doorway, receive a Doorway referral for ongoing care coordination and GPRA data collection.
 - 6.1.1. Maintaining a greater than ninety (90%) percent OUD MCRT hospital diversion rate; and
 - 6.1.2. Assessing one hundred percent (100%) of individuals contacted who present with suicidal ideation or behaviors.
- 6.2. The Contractor shall collaborate with the Department on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.

7. State Opioid Response (SOR) Grant Standards

- 7.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 7.2. The Contractor shall complete individual referrals to applicable doorways for substance use services within two (2) business days of an individual's admission to the program.
- 7.3. The Contractor shall not receive payment for any invoices for services provided through SOR grant funded initiatives until the Department verifies that the Contractor has completed all required individual referrals; verification of individual referrals shall

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be completed through the New Hampshire Web Information Technology System (WITS) and through audits of Contractor invoices.

- 7.4. The Contractor shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized.
- 7.5. The Contractor shall only provide medical withdrawal management services to any supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 7.6. The Contractor shall provide the Department with a budget narrative within thirty (30) days of the contract effective date.
- 7.7. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.
- 7.8. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 7.8.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 7.8.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 7.9. The Contractor and referred providers shall ensure that all uses of flexible needs funds and respite shelter funds are in compliance with Department and SAMHSA requirements.
- 7.10. The Contractor shall assist individuals with enrolling in public or private health insurance, if the individual is determined eligible for such coverage and will have staff trained in Presumptive Eligibility for Medicaid.
- 7.11. The Contractor shall accept individuals for MAT and facilitate access to MAT on-site or through referral for all individuals supported with SOR Grant funds, as clinically appropriate.
- 7.12. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for individuals identified as at risk of or with HIV/AIDS.
- 7.13. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 7.14. The Contractor shall collaborate with the Department to understand and comply with all appropriate Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

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- 7.15. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:
- 7.15.1. Treatment in this context includes the treatment of opioid use disorder (OUD).
 - 7.15.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.
 - 7.15.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.
 - 7.15.4. Attestations will be provided to the Contractor by the Department.
 - 7.15.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.
- 7.16. The Contractor shall refer to Exhibit B, Methods and Conditions Precedent to Payment for grant terms and conditions including, but not limited to:
- 7.16.1. Invoicing;
 - 7.16.2. Funding restrictions; and
 - 7.16.3. Billing.

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EXHIBIT B Amendment #2

Methods and Conditions Precedent to Payment

1. This Agreement is funded by 100% Federal Funds, as follows:
 - 1.1. 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the DHHS, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit B-1 Budget through Exhibit B-8 Amendment #2 SOR II PATH.
4. The Contractor shall seek payment for services, as follows:
 - 4.1. First, the Contractor shall charge the client's private insurance or other payor sources.
 - 4.2. Second, the Contractor shall charge Medicare.
 - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
 - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
 - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall

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be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars (\$3.00) per person for clients.

5.1.3.1.8. Cell phones and cell phone minutes for clients.

5.1.4. Receipts for expenses within the applicable state fiscal year.

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

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- 5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.
- 5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

SOR Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.
9. 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.
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. The Contractor must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services, including failure to submit required monthly and/or quarterly reports.
13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
14. Audits

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**



EXHIBIT B Amendment #2

- 14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 14.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 14.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 14.5. 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.

Mobile Crisis Services and Supports for Opioid Use Disorder

Exhibit B-4 Amendment #2 NCE

**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: Mobile Crisis Services and Supports for Opioid Use Disorder
SS-2019-BDAS-09-MOBI-03

Budget Period: 8FY21 09/30/20-12/31/20 (NCE)

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	\$ 106,775.36	\$ 9,919.02	\$ 116,694.38	\$ 11,745.29	\$ 1,091.09	\$ 12,836.38	\$ 95,030.07	\$ 8,827.93	\$ 103,858.00
2. Employee Benefits	\$ 37,371.20	\$ 3,471.64	\$ 40,842.84	\$ 4,110.83	\$ 381.88	\$ 4,492.71	\$ 33,260.37	\$ 3,089.76	\$ 36,350.13
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 546.14	\$ 50.73	\$ 596.87	\$ 60.08	\$ 5.58	\$ 65.66	\$ 486.06	\$ 45.15	\$ 531.21
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 400.95	\$ 37.25	\$ 438.20	\$ 44.10	\$ 4.10	\$ 48.20	\$ 356.85	\$ 33.15	\$ 390.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 309.10	\$ 28.72	\$ 337.82	\$ 34.00	\$ 3.16	\$ 37.16	\$ 275.10	\$ 25.56	\$ 300.66
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 145,402.75	\$ 13,507.36	\$ 158,910.11	\$ 15,994.30	\$ 1,485.81	\$ 17,480.11	\$ 129,408.45	\$ 12,021.55	\$ 141,430.00

Indirect As A Percent of Direct

9.3%

The Mental Health Center of Greater Manchester, Inc.
SS-2019-BDAS-09-MOBI-03-A02
Exhibit B-4 Amendment #2 NCE

DS
WR
Contractor Initials

Date 12/31/2020

Mobile Crisis Services and Supports for Opioid Use Disorder

Exhibit B-5 Amendment #2 SOR II

**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: Mobile Crisis Services and Supports for Opioid Use Disorder

SS-2019-BDAS-09-MOBIL-03

Budget Period: SFY21 01/01/21-06/30/21 (50R01)

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	\$ 239,522.35	\$ 22,250.71	\$ 261,773.06	\$ 26,347.48	\$ 2,447.58	\$ 28,795.04	\$ 213,174.89	\$ 19,803.13	\$ 232,978.02
2. Employee Benefits	\$ 83,832.80	\$ 7,787.74	\$ 91,620.54	\$ 9,221.81	\$ 856.85	\$ 10,078.26	\$ 74,611.19	\$ 6,931.09	\$ 81,542.28
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,130.90	\$ 105.06	\$ 1,235.96	\$ 124.40	\$ 11.56	\$ 135.96	\$ 1,006.50	\$ 93.50	\$ 1,100.00
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,092.26	\$ 101.47	\$ 1,193.73	\$ 120.15	\$ 11.16	\$ 131.31	\$ 972.11	\$ 90.31	\$ 1,062.42
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 801.91	\$ 74.49	\$ 876.40	\$ 88.21	\$ 8.19	\$ 96.40	\$ 713.70	\$ 66.30	\$ 780.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 618.21	\$ 57.43	\$ 675.64	\$ 66.00	\$ 6.32	\$ 72.32	\$ 550.21	\$ 51.11	\$ 601.32
Insurance	\$ 1,096.15	\$ 101.83	\$ 1,197.98	\$ 120.58	\$ 11.20	\$ 131.78	\$ 975.57	\$ 90.83	\$ 1,066.20
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 775.18	\$ 72.01	\$ 847.19	\$ 85.27	\$ 7.92	\$ 93.19	\$ 689.91	\$ 64.09	\$ 754.00
10. Marketing/Communications	\$ 359.83	\$ 33.43	\$ 393.26	\$ 39.58	\$ 3.68	\$ 43.26	\$ 320.25	\$ 29.75	\$ 350.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 6,001.99	\$ 557.56	\$ 6,559.55	\$ 660.22	\$ 61.33	\$ 721.55	\$ 5,341.77	\$ 496.23	\$ 5,838.00
Other - Transitional Housing Vouchers	\$ 1,123.46	\$ 104.36	\$ 1,227.82	\$ 123.56	\$ 11.48	\$ 135.06	\$ 998.88	\$ 92.88	\$ 1,092.76
Other - Temporary Crisis Beds	\$ 6,341.26	\$ 589.08	\$ 6,930.34	\$ 697.54	\$ 64.80	\$ 762.34	\$ 5,643.72	\$ 524.28	\$ 6,168.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 342,696.30	\$ 31,835.17	\$ 374,531.47	\$ 37,696.60	\$ 3,501.87	\$ 41,198.47	\$ 304,999.70	\$ 28,333.30	\$ 333,333.00

Indirect As A Percent of Direct

9.3%

The Mental Health Center of Greater Manchester, Inc.
SS-2019-BDAS-09-MOBIL-03-A02
Exhibit B-5 Amendment #2 SOR II

DS
Contractor Initials **WR**

Date 12/31/2020

Mobile Crisis Services and Supports for Opioid Use Disorder (PATH Services)

Exhibit B-6 Amendment #2 SOR II PATH

**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: Mobile Crisis Services and Supports for Opioid Use Disorder (PATH Services)

SS-2019-BDAS-09-MOBIL-03

Budget Period: SFY21 09/30/20-06/30/21 (SORII)

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	\$ 82,951.42	\$ 7,705.88	\$ 90,657.30	\$ 9,124.65	\$ 847.65	\$ 9,972.30	\$ 73,826.77	\$ 6,858.23	\$ 80,685.00
2. Employee Benefits	\$ 29,033.00	\$ 2,697.06	\$ 31,730.06	\$ 3,193.63	\$ 296.68	\$ 3,490.31	\$ 25,839.37	\$ 2,400.38	\$ 28,239.75
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 707.58	\$ 65.73	\$ 773.31	\$ 77.83	\$ 7.23	\$ 85.06	\$ 629.75	\$ 58.50	\$ 688.25
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 910.89	\$ 84.62	\$ 995.51	\$ 100.20	\$ 9.31	\$ 109.51	\$ 810.69	\$ 75.31	\$ 886.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 112,602.89	\$ 10,553.28	\$ 123,156.17	\$ 12,496.31	\$ 1,160.86	\$ 13,657.17	\$ 101,106.58	\$ 9,392.42	\$ 110,499.00

Indirect As A Percent of Direct

9.3%

The Mental Health Center of Greater Manchester, Inc.
SS-2019-BDAS-09-MOBIL-03-A02
Exhibit B-6 Amendment #2 SOR II PATH

DS
WR
Contractor Initials

Date 12/31/2020

Mobile Crisis Services and Supports for Opioid Use Disorder

Exhibit B-7 Amendment #2 SOR II

**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: Mobile Crisis Services and Supports for Opioid Use Disorder

SS-2019-BDAS-09-MOBIL-03

Budget Period: SFY22 07/01/21-09/29/21 (SORD)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 119,781.14	\$ 11,125.35	\$ 130,886.49	\$ 13,173.72	\$ 1,223.79	\$ 14,397.51	\$ 106,587.42	\$ 9,901.56	\$ 116,488.98
2. Employee Benefits	\$ 41,918.56	\$ 3,893.89	\$ 45,810.45	\$ 4,810.82	\$ 428.33	\$ 5,039.15	\$ 37,305.74	\$ 3,485.56	\$ 40,771.30
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 545.27	\$ 50.65	\$ 595.92	\$ 59.88	\$ 5.57	\$ 65.55	\$ 485.29	\$ 45.08	\$ 530.37
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 394.01	\$ 36.61	\$ 430.62	\$ 43.34	\$ 4.03	\$ 47.37	\$ 350.67	\$ 32.58	\$ 383.25
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 203.58	\$ 18.91	\$ 222.49	\$ 22.39	\$ 2.08	\$ 24.47	\$ 181.18	\$ 16.83	\$ 198.02
Insurance	\$ 308.17	\$ 28.44	\$ 334.61	\$ 33.66	\$ 3.13	\$ 36.81	\$ 272.49	\$ 25.31	\$ 297.80
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,486.62	\$ 138.10	\$ 1,624.72	\$ 163.53	\$ 15.19	\$ 178.72	\$ 1,323.09	\$ 122.91	\$ 1,446.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 2,993.80	\$ 278.11	\$ 3,271.91	\$ 329.32	\$ 30.59	\$ 359.91	\$ 2,664.48	\$ 247.52	\$ 2,912.00
Other - Transitional Housing Vouchers	\$ 571.91	\$ 53.12	\$ 625.03	\$ 62.91	\$ 5.84	\$ 68.75	\$ 509.00	\$ 47.28	\$ 556.28
Other - Temporary Crisis Beds	\$ 3,168.57	\$ 294.35	\$ 3,462.92	\$ 348.54	\$ 32.38	\$ 380.92	\$ 2,820.03	\$ 261.97	\$ 3,082.00
TOTAL	\$ 171,347.63	\$ 15,917.53	\$ 187,265.16	\$ 18,848.23	\$ 1,750.93	\$ 20,599.16	\$ 152,499.40	\$ 14,166.60	\$ 166,666.00
Indirect As A Percent of Direct 9.3%									

The Mental Health Center of Greater Manchester, Inc.
SS-2019-BDAS-09-MOBIL-03-A02
Exhibit B-7 Amendment #3 SOR II

Contractor Initials 

Date 12/31/2020

Mobile Crisis Services and Supports for Opioid Use Disorder (PATH Services)

Exhibit B-8 Amendment #2 SOR II PATH

**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: Mobile Crisis Services and Supports for Opioid Use Disorder (PATH Services)

SS-2019-BDAS-09-MOBIL-03

Budget Period: SFY22 07/01/21-09/29/21 (SORII)

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	\$ 27,850.47	\$ 2,568.63	\$ 30,219.10	\$ 3,041.55	\$ 282.55	\$ 3,324.10	\$ 24,606.82	\$ 2,286.08	\$ 26,892.90
2. Employee Benefits	\$ 9,677.67	\$ 899.02	\$ 10,576.69	\$ 1,064.55	\$ 98.89	\$ 1,163.44	\$ 8,613.12	\$ 800.13	\$ 9,413.25
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 238.26	\$ 22.13	\$ 260.39	\$ 26.21	\$ 2.43	\$ 28.64	\$ 212.05	\$ 19.70	\$ 231.75
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 305.81	\$ 23.40	\$ 329.21	\$ 33.13	\$ 3.08	\$ 36.21	\$ 272.68	\$ 20.32	\$ 293.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 37,872.21	\$ 3,613.18	\$ 41,385.39	\$ 4,165.44	\$ 386.95	\$ 4,552.39	\$ 33,706.77	\$ 3,126.23	\$ 36,833.00

Indirect As A Percent of Direct 9.3%

The Mental Health Center of Greater Manchester, Inc.
SS-2019-BDAS-09-MOBIL-03-A02
Exhibit B-8 Amendment #2 SOR II PATH

DS
Contractor Initials WR

Date 12/31/2020

State of New Hampshire

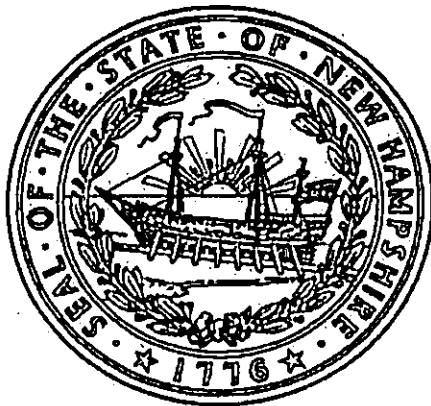
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0004902617



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That William Rider, President/Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 11/12/2020



Signature of Elected Officer
Name: Phil Hastings
Title: Chairman of the Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2020

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

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

PRODUCER CGI Business Insurance 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com												
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Insurance</td> <td style="width: 20%;">NAIC #</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 A: Philadelphia Insurance	NAIC #	INSURER B: Philadelphia Indemnity		INSURER C: A.I.M. Mutual		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Philadelphia Insurance	NAIC #												
INSURER B: Philadelphia Indemnity													
INSURER C: A.I.M. Mutual													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 20-21 w/MC 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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability \$2M Agg			PHPK2110552	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:							DOMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY							EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000							PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHUB715114	04/01/2020	04/01/2021		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ECC6004000298-2020A	09/12/2020	09/12/2021		

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
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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.

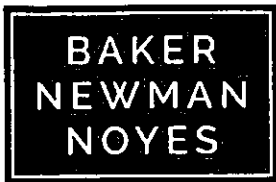
We offer hope and recovery through individualized, quality behavioral health services.

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



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

Board of Directors
Manchester Mental Health Foundation, Inc. and Affiliates

We are pleased to present this report related to our audit of the consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization) as of and for the year ended June 30, 2019. This report summarizes certain matters to be communicated to you in your oversight responsibility for the Organization's financial reporting process.

This report is intended solely for the information and use of the Board of Directors and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to be of service to the Organization.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2020

Summary Audit Information

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

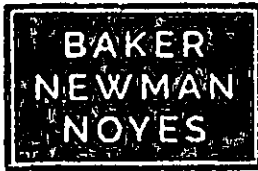
Area	Comments
Our Responsibilities With Regard to the Consolidated Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated April 19, 2019. Our audit of the consolidated financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.
Overview of the Planned Scope and Timing of the Consolidated Financial Statement Audit	We have issued a separate communication dated April 19, 2019 regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	Preferability of Accounting Policies and Practices Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.
	Adoption of, or Change in, Accounting Policies Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Organization. The following are descriptions of significant accounting policies adopted during the year:
	In August 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-14, <i>Not-for-Profit Entities (Topic 958)</i> (ASU 2016-14) – <i>Presentation of Financial Statements of Not-for-Profit Entities</i>. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 was effective for the Organization for the year ended June 30, 2019. The Organization has adjusted the presentation of these financial statements and related disclosures accordingly to comply with this new pronouncement.

Summary Audit Information (Continued)

Area	Comments																													
Accounting Policies and Practices (Continued)	In November 2016, the FASB issued ASU No. 2016-18, <i>Statement of Cash Flows – Restricted Cash</i> (ASU 2016-18), which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the consolidated statements of cash flows. The provisions of ASU 2016-18 are effective for the Organization for the fiscal year ended June 30, 2020. The Organization adopted ASU 2016-18 during the fiscal year ended June 30, 2019 and the adoption did not have a material effect on the financial statements. The Organization did not adopt any additional significant accounting policies, nor have there been any additional changes in existing accounting policies during the current period. Significant or Unusual Transactions We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. Management's Judgments and Accounting Estimates Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates has been previously communicated to management. See also the letter communicating significant deficiencies and material weaknesses in internal control over financial reporting for accounting process and estimation recommendations.																													
Audit Adjustments	The following is a summary of recorded audit adjustments: <table><tr><th rowspan="2">Description</th><th colspan="4">Effect – Debit (Credit)</th></tr><tr><th>Assets</th><th>Liabilities</th><th>Equity</th><th>(Income) Expense</th></tr><tr><td>To adjust deferred revenue to actual</td><td>\$ -</td><td>\$ 217,306</td><td>\$(217,306)</td><td>\$(217,306)</td></tr><tr><td>To adjust extended illness leave liability and retiree medical liability to actual</td><td>-</td><td>30,977</td><td>(30,977)</td><td>(30,977)</td></tr><tr><td>To adjust accounts receivable and accrual for third party settlements to actual</td><td><u>86,378</u></td><td><u>(353,389)</u></td><td><u>267,011</u></td><td><u>267,011</u></td></tr><tr><td>Total impact</td><td><u>\$86,378</u></td><td><u>\$ (105,106)</u></td><td><u>\$ 18,728</u></td><td><u>\$ 18,728</u></td></tr></table>	Description	Effect – Debit (Credit)				Assets	Liabilities	Equity	(Income) Expense	To adjust deferred revenue to actual	\$ -	\$ 217,306	\$(217,306)	\$(217,306)	To adjust extended illness leave liability and retiree medical liability to actual	-	30,977	(30,977)	(30,977)	To adjust accounts receivable and accrual for third party settlements to actual	<u>86,378</u>	<u>(353,389)</u>	<u>267,011</u>	<u>267,011</u>	Total impact	<u>\$86,378</u>	<u>\$ (105,106)</u>	<u>\$ 18,728</u>	<u>\$ 18,728</u>
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Uncorrected Misstatements	Uncorrected misstatements are summarized in the attached representation letter.																													

Summary Audit Information (Continued)

Area	Comments
Disagreements With Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the consolidated financial statements.
Consultations With Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed With Management	No significant issues arising from the audit were discussed or were the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We encountered difficulties at the inception of the audit when not all accounts were reconciled, certain journal entries were not posted and certain supporting schedules, including a detailed schedule of expenditures of federal awards were not prepared. This resulted in a delay in the audit and report issuance.
Letter Communicating Significant Deficiencies and Material Weaknesses in Internal Control Over Financial Reporting	We have separately communicated the significant deficiencies and material weaknesses in internal control over financial reporting identified during our audit of the consolidated financial statements, and these communications are attached.
Significant Written Communications Between Management and Our Firm	Copies of significant written communications between our firm and the management of the Organization, including the representation letter provided to us by management, are attached.



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April 19, 2019

Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
2 Wall Street, Suite 300
Manchester, New Hampshire 03101

Dear William and Paul:

The Objective and Scope of the Audits of the Combined Financial Statements

You have requested that we audit the combined financial statements of The Mental Health Center of Greater Manchester, Inc. and Manchester Health Foundation, Inc. (collectively, the Organization), which comprise the combining statement of financial position as of June 30, 2019 and the related combining statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the combined financial statements and accompanying supplementary information. We will also perform the audit of the financial statements of Amoskeag Residences, Inc. (a HUD project) and related HUD filings.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audits will be conducted with the objective of our expressing an opinion on the combined financial statements.

We will also perform the audit of the Organization as of June 30, 2019 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct the audits in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. 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 combined financial statements. Our procedures do not include testing compliance with laws and regulations in any jurisdiction (including but not limited to those related to the Medicare and Medicaid antifraud and abuse statutes).

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the combined financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the Organization's preparation and fair presentation of the combined 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 Organization's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audits of the combined financial statements that we have identified during the audits.

We will also communicate to the Board of Directors and/or Finance Committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the combined financial statements that becomes known to us during the audits, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audits (unless they are clearly inconsequential).

The federal financial assistance programs and awards that management has told us that the Organization participates in and that are to be included as part of the single audit will be provided at the start of fieldwork.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

Our services under this arrangement letter do not include services for tax return preparation, tax advice, or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence, and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audits will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

1. For the preparation and fair presentation of the combined financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the combined financial statements are issued or available to be issued and to disclose the date through which subsequent events were evaluated in the combined financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the combined financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audits; and
 - c. Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audits including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That management believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the combined financial statements taken as a whole.

Management is responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entities involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the combined financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entities received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited combined financial statements or, if the supplementary information will not be presented with audited combined financial statements, to make the audited combined financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The Board of Directors is responsible for informing us of its views about the risks of fraud or abuse within the Organization, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the Organization.

Our association with an official statement is a matter for which separate arrangements will be necessary. The Organization agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed.

The Organization agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the Organization agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Baker Newman & Noyes LLC (BNN) will rely on the Organization and its management and the Board of Directors to discharge the foregoing responsibilities, the Organization holds harmless and releases BNN and its principals and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Organization's management that has caused, in any respect, BNN's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Organization's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the combined financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audits or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Organization's books and records. The Organization will determine that all such data, if necessary, will be so reflected. Accordingly, the Organization will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the Organization's personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Paul Michaud, Vice President and Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of the audits and issuance of our audit reports.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019.

In connection with our audits, you have requested us to perform certain nonaudit services necessary for the preparation of the combined financial statements, including preparation of the combined financial statements. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the Organization, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. The Organization has agreed that Paul Michaud, Vice President and Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the Organization agrees to the following:

1. The Organization has designated Paul Michaud, Vice President and Chief Financial Officer, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services;
2. Paul Michaud, Vice President and Chief Financial Officer, will assume all management responsibilities for subject matter and scope of the cost report services and preparation of the combined financial statements;
3. The Organization will evaluate the adequacy and results of the services performed; and
4. The Organization accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Organization's management (and those charged with governance) of the objectives of the nonaudit services, the services to be performed, the Organization's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit services. We believe this letter documents that understanding.

We have not been engaged to provide any services with respect to cost reports that may be filed with a third party (such as federal and state regulatory agencies), including testing in any way or rendering any form of assurance on the propriety or allowability of the specific costs to be claimed on a cost report. Management is responsible for the accuracy and propriety of all cost reports filed with Medicare, Medicaid, or other third parties.

Other Relevant Information

BNN may mention the Organization's name and provide a general description of the engagement in BNN's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by BNN professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

Fees, Costs, and Access to Workpapers

Our fees for the audits and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from the Organization personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

Our fees for the audit services described above will be as specified in our formal proposal dated April 19, 2018, plus between \$7,500 and \$10,000, unexpected at the time of the formal proposal, for the Uniform Guidance, plus out of pocket expenses up to \$500. If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. We will submit our bill for these services promptly upon rendering the report. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a principal or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Organization agrees it will compensate BNN for any additional costs incurred as a result of the Organization's employment of a principal or professional employee of BNN.

In the event we are requested or authorized by the Organization or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Organization, the Organization will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

All matters related to the Organization's adoption of the new revenue recognition standard pursuant to ASC 606 will be accounted for and billed separately.

The documentation for this engagement is the property of BNN. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of BNN audit personnel and at a location designated by BNN.

The working papers for this engagement are the property of BNN and constitute confidential information. However, as required by Public Law 96-0499 e952, we are required to make certain workpapers, and certain books, documents, and records of our office, available to the Secretary of Health and Human Services or the Comptroller General upon request for their regulatory oversight purposes. Access to the requested workpapers will be provided to the Secretary of Health and Human Services or the Comptroller General under the supervision of BNN audit personnel and at a location designated by BNN.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

Claim Resolution

The Organization and BNN agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by BNN or the date of this arrangement letter if no report has been issued.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

The Organization shall upon the receipt of written notice indemnify and hold BNN and its affiliates, and their principals, and personnel, harmless against all costs, fees, expenses, damages, and liabilities (including legal defense costs) associated with any third-party claim arising from or relating to any knowing misrepresentation to BNN by the Organization or the intentional withholding or concealment of information from BNN by the Organization. In addition, the Organization shall upon receipt of written notice indemnify and hold BNN and its affiliates, and their principals and personnel, harmless against all punitive damages associated with any third-party claim arising from or relating to: (i) any services, work product, or deliverables from BNN that the Organization or its management uses or discloses to others; or (ii) this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence of the Organization, whether arising out of tort, strict liability, or otherwise) and whether or not BNN was advised of the possibility of the damage or loss asserted. Such terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties. To the extent finally determined that the conduct giving rise to such punitive damages arose out of BNN's gross negligence or willful misconduct, this paragraph shall not apply.

With respect to any services, work product, or other deliverables hereunder, or this engagement generally, BNN's liability to the Organization shall in no event exceed the fees that it receives for the portion of the work giving rise to liability, nor shall BNN's liability include any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue written reports upon completion of our audits of the Organization's combined financial statements. Our reports will be addressed to the Board of Directors of the Organization. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

In addition to our reports on the Organization's combined financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the Organization's schedule of expenditures of federal awards for the year ending June 30, 2019;
- Reports on internal control related to the combined financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls;
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the combined financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program; and
- A schedule of findings and questioned costs.

We will also prepare the Organization's data collection form which you are required to file. You acknowledge that you have final responsibility for this report and, therefore, you should review it carefully before it is signed and filed.

This letter constitutes the complete and exclusive statement of agreement between BNN and the Organization, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature; (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the combined financial statements including our respective responsibilities.

Very truly yours,

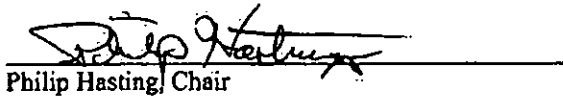
BAKER NEWMAN & NOYES LLC



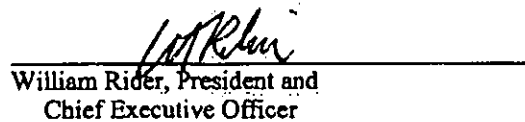
Alan R. Duhaime
Principal

Confirmed on behalf of:

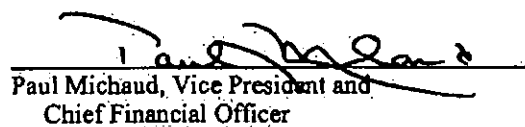
*The Mental Health Center of Greater Manchester, Inc.
and Manchester Health Foundation, Inc.*


Philip Hasting, Chair

05/03/2019
Date


William Rider, President and
Chief Executive Officer

05/03/2019
Date


Paul Michaud, Vice President and
Chief Financial Officer

05/03/2019
Date



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnnncpa.com

To Management and
The Board of Directors
Manchester Mental Health Foundation, Inc. and Affiliates

In planning and performing our audit of the consolidated financial statements (the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization) as of and for the year ended June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization'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 the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

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 deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider two of the deficiencies noted below in the Organization's internal control to be material weaknesses.

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. We consider other deficiencies noted below in the Organization's internal control to be significant deficiencies.

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To Management and
The Board of Directors
Manchester Mental Health Foundation, Inc. and Affiliates

MATERIAL WEAKNESSES

Grant Accounting, Reporting and Compliance

During our audit, we noted that the Organization does not maintain a comprehensive schedule of grant revenues and expenses and a formal schedule of expenditures of federal awards. We suggest that a detailed schedule of grants is maintained, which should include the amount of revenues and expenses by grant and type of funding (federal or state), grant term, dates of receipt, reporting requirements, restrictions, and other pertinent information.

Additionally, it was discovered that the Organization did not receive or did not have on file various grant agreements from which they were receiving funds. It is critical to obtain all grant documents for funds being received to ensure proper compliance to the grant documents. There are very specific and stringent reporting and compliance requirements that result when participating in federal grants. Adhering to these requirements is a vital management responsibility. We recommend that management establish controls to ensure all grant documents have been received and all compliance requirements have been met, documented and are able to be supported.

Accounts Receivable and Related Reserves

During our audit, it was discovered that certain receivable accounts on the accounts receivable aging were being utilized to track the Organization's encounter claims for payors that go toward the Organization meeting its maintenance of effort requirements for Beacon (Wellsense) and Cenpatico (New Hampshire Healthy Families). These payor groups were not properly removed from the accounts receivable aging or general ledger as of June 30, 2019, which led to a significant adjustment to the gross accounts receivable balance. In addition, the contractual allowances and related reserves for these certain payor groups also required adjustment. As part of the closing process, the Organization should be recording adjusting entries to remove outstanding accounts receivable to these payors as well as record an adjusting entry to break out the gross revenue and contractual adjustments within the statement of activities.

As a result of the items noted above, we encountered significant delays in obtaining certain schedules and reports of data and transactions impacting accounts receivable which added complexity to the analysis of reserve estimates. We recommend that management (1) ensure proper training of employees responsible for these significant data processes and (2) identify and create standard monthly reports to assist with appropriately evaluating maintenance of effort, bad debt, and contractual allowances. We also recommend that the Organization perform a regular lookback on trends in collections and bad debts as a basis to establish appropriate reserves.

SIGNIFICANT DEFICIENCIES

Account Reconciliations

The Organization's internal control and monthly close process should provide for formal reconciliation and regular analysis of all significant general ledger accounts, such as cash, accounts receivable, investments, accounts payable, debt, fixed assets, accruals, etc., as an important and fundamental control over account integrity.

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To Management and
The Board of Directors
Manchester Mental Health Foundation, Inc. and Affiliates

While certain reconciliations were performed during fiscal 2019, we noted the receivable accounts previously discussed were not adjusted to appropriate collectability estimates and other accounts, such as the operating cash account, that were not consistently reviewed on a monthly basis. Further, on certain accounts that were reconciled, there was no formal sign off of appropriate supervisory review and approval.

Formal account reconciliations should be prepared and reviewed timely for all significant accounts. It is recommended that, as reconciliations are prepared and reviewed, the preparer and reviewer sign and date the reconciliations to evidence the preparation, review, verification of mathematical accuracy and sound methodology. Timely, appropriate and detailed account reconciliations that are properly performed, returned, reviewed and approved are a key internal control to ensure all accounts are fairly stated and appropriately accounted for. We recommend that all key accounts be reconciled monthly to the general ledger, all appropriate reserves and accounting estimates reflected, and that all significant reconciling items be promptly investigated and adjusted with adequate explanations.

Net Asset Accounting, Funds With Restrictions, Monitoring and Recordkeeping

The Organization has certain investments and holds assets whose use is limited or restricted. Tracking of investment activity and monitoring compliance with the underlying restrictions of board designated investments and other gifts received with donor restrictions is an important accounting responsibility. The grantors of these underlying funds established restrictions for fund use for certain projects and/or programs. Accordingly, these contributions were recorded as a separate restricted class of net assets on the Organization's financial statements to which associated activity should be monitored. During the year under audit, gains and losses were not allocated to net assets with donor restrictions. Certain gains and losses should be monitored, recorded as activity in net assets with donor restrictions, and subsequently released to net assets without donor restrictions when it can be proven that restrictions have been satisfied. We recommend that management track all restricted net asset activity and reconcile balances on an ongoing basis, and ensure funds are being tracked and used appropriately in accordance with restrictions.

Accounting Personnel Roles and Responsibilities

During 2019, a long-term member of the accounting department retired, which led to inefficiencies during the audit process as well as certain unidentified errors in the accounting records as of June 30, 2019. Additionally, personnel had difficulty locating certain source documentation throughout the audit. To prevent this from recurring, we recommend that the members of the accounting department develop and implement detailed roles and responsibilities for all areas of the accounting function. A detailed corporate accounting manual would be beneficial to document roles, responsibilities and the timing of responsibilities in the financial statement close process.

HUD Reporting and Related Entity

The Organization controls Amoskeag Residences, Inc., a not-for-profit organization that runs a small housing project in Manchester, New Hampshire. It is subject to a HUD Housing Assistance Payment Agreement. Management should determine and document why this entity is not part of the Organization's consolidated financial statements, as well as ensuring they are meeting their responsibilities to HUD and its online REAC System reporting requirements. This is an important management responsibility.

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To Management and
The Board of Directors
Manchester Mental Health Foundation, Inc. and Affiliates

Following are descriptions of other identified deficiencies in internal control that we determined did not constitute significant deficiencies or material weaknesses:

OTHER CONTROL RELATED COMMENTS AND RECOMMENDATIONS

Payroll Reconciliation

We recommend that a regular payroll reconciliation from the payroll registers to the general ledger be performed by someone independent of the payroll process. This reconciliation should also be reviewed and approved by a member of management. This will help identify any errors or unusual reconciling items that would not be identified if this were not performed.

Payroll and Accounts Payable

During our audit, we noted that certain payroll reports did not indicate proper review and approval. We recommend that all critical payroll reports be reviewed and signed off on by a member of management each pay period and maintained within the Organization's books and records. Additionally, we recommend that the VP of Administration receive payroll change reports for all payroll periods processed by the Organization. At a minimum, this report will reflect new employees added to the payroll system, as well as any changes to any system parameters (pay rates, bonus, withholdings, etc.) processed for that pay period. A detailed review of the payroll change report will give direct insight into any current period changes in the payroll system and will allow for any unusual matters to be immediately resolved by management.

In regards to accounts payable, we recommend that the Organization adopt a policy whereby any new vendors added to the system are properly approved by the appropriate level of management. In addition, we recommend that the Chief Financial Officer periodically review a vendor change report to ensure that only approved vendors are being added to the system.

* * * * *

This communication is intended solely for the information and use of management, the Board of Directors, and others within the Organization, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Baku Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2020



The Mental Health Center
of Greater Manchester

2 Wall Street, Suite 300
Manchester, NH 03101
www.mhcgim.org
P: 603.668.4111 • F: 603.628.7800

January 29, 2020

Baker Newman & Noyes LLC
650 Elm Street, Suite 302
Manchester, New Hampshire 03101

This representation letter is provided in connection with your audit of the consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of June 30, 2019 and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements for the purpose of expressing an opinion on whether the consolidated financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated April 19, 2019 for the preparation and fair presentation of the consolidated financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
5. Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. All events subsequent to the date of the consolidated financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
7. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

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Baker Newman & Noyes LLC
January 29, 2020

8. The following have been properly recorded and/or disclosed in the consolidated financial statements:
 - a. Guarantees, whether written or oral, under which the Organization is contingently liable.
 - b. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
 - c. Lines of credit or similar arrangements.
 - d. Agreements to repurchase assets previously sold.
 - e. Security agreements in effect under the Uniform Commercial Code.
 - f. All other liens or encumbrances on assets and all other pledges of assets.
 - g. Amounts of contractual obligations for plant construction and/or purchase of real property, equipment, other assets, and intangibles.
 - h. Investments in debt and equity securities, including their classification.
 - i. All liabilities that are subordinated to any other actual or possible liabilities of the Organization.
 - j. All leases and material amounts of rental obligations under long-term leases.
 - k. All significant estimates and material concentrations known to management that are required to be disclosed in accordance with the Risks and Uncertainties Topic of the FASB Accounting Standards Codification. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur that would significantly disrupt normal finances within the next year.
 - l. Derivative financial instruments.
 - m. Assets and liabilities measured at fair value in accordance with the Fair Value Measurements and Disclosures Topic of the FASB Accounting Standards Codification, including split interest agreements.
 - n. All current and deferred assets and liabilities related to the accounting for income taxes.
 - o. The effect on the consolidated financial statements of the Accounting Standards Updates, as described in the consolidated financial statements, which have been issued, but which we have not yet adopted.
 - p. All recordable contributions, by appropriate net asset class.
 - q. Reclassifications between net asset classes.
 - r. Allocations of functional expenses based on reasonable basis.
 - s. Composition of assets in amounts needed to comply with all donor restrictions.
 - t. Deferred revenue from exchange transactions.
 - u. Refundable advances.
 - v. Board designated net assets without donor restriction.
 - w. Concentrations of credit risk.
 - x. Compliance with bond indentures or other debt instruments.
 - y. Disclosures related to third-party payor agreements and settlements.
 - z. Disclosures related to professional liability insurance coverage.
 - aa. Disclosures related to self-insured risks.
9. We have no plans or intentions that may materially affect the carrying value or classification of assets. In that regard:
 - a. The Organization has no significant amounts of idle property and equipment.
 - b. The Organization has no plans or intentions to discontinue the operations of any subsidiary or division or to discontinue any significant product lines.
 - c. Provision has been made to reduce all assets that have permanently declined in value to their realizable values.
 - d. We have reviewed long-lived assets and certain identifiable intangibles to be held and used for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment.

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Baker Newman & Noyes LLC
January 29, 2020

10. We are responsible for making the accounting estimates included in the consolidated financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
 - a. To reduce receivables to their estimated net collectable amounts.
 - b. To reduce deferred tax assets to amounts that are more likely than not to be realized.
 - c. For uninsured losses or loss retentions (deductibles) attributable to events occurring through June 30, 2019 and/or for expected retroactive insurance premium adjustments applicable to periods through June 30, 2019.
 - d. For pension obligations, postretirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through June 30, 2019.
 - e. For any material loss to be sustained in the fulfillment of or from the inability to fulfill any sales commitments, including promises to give.
 - f. For any material loss to be sustained as a result of purchase commitments for inventory quantities in excess of normal requirements or at prices in excess of the prevailing market prices.
 - g. For amounts held for others under agency and/or split interest agreements.
 - h. For estimated adjustments to revenue, such as for denied claims, changes to coding assignments, or other estimated retroactive adjustments by third-party payors.
 - i. For obligations related to third-party payor contracts, including risk sharing and contractual settlements.
 - j. For audit and other adjustments by intermediaries, third-party payors, or other regulatory agencies.
 - k. For obligations related to providing future services under prepaid health care service contracts.
 - l. For medical malpractice obligations expected to be incurred with respect to services provided through June 30, 2019.
11. There are no:
 - a. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the consolidated financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Environmental Protection Agency in connection with any environmental contamination.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by the Contingencies Topic of the FASB Accounting Standards Codification.
 - c. Debt securities that have been classified as held to maturity.
 - d. Environmental clean-up obligations.
 - e. Violations or possible violations of laws or regulations, such as those related to the Medicare and Medicaid antifraud and abuse statutes, including but not limited to the Medicare and Medicaid Anti-Kickback Statute, Limitations on Certain Physician Referrals (the Stark law), and the False Claims Act, in any jurisdiction whose effects should be considered for disclosure in the consolidated financial statements or as a basis for recording a loss contingency.
 - f. Communications, whether oral or written, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations in any jurisdiction, including those related to the Medicare and Medicaid antifraud and abuse statutes, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the consolidated financial statements.
12. Billings to third-party payors comply in all respects with applicable coding principles and laws and regulations (including those dealing with Medicare and Medicaid antifraud and abuse), and only reflect charges for goods and services that were medically necessary, properly approved by regulatory bodies (for example, the Food and Drug Administration), if required, and properly rendered.
13. Recorded receivable valuation allowances and other reserves are necessary, appropriate and properly supported.

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 Baker Newman & Noyes LLC
 January 29, 2020

14. With respect to cost reports, as applicable:
 - a. We have filed all required Medicare, Medicaid, and similar reports.
 - b. We are responsible for the accuracy and propriety of all cost reports filed.
 - c. All costs reflected on such reports are appropriate, allowable under applicable reimbursement rules and regulations, patient-related, and properly allocated to the applicable payors.
 - d. The reimbursement methodologies and principles employed are in accordance with applicable rules and regulations.
 - e. All items required to be disclosed, including disputed costs that are being claimed to establish a basis for a subsequent appeal, have been fully disclosed in the cost report.
 - f. Recorded third-party settlements include differences between filed (and to be filed) cost reports and calculated settlements, which are necessary based upon historical experience or new or ambiguous regulations that may be subject to differing interpretations. While management believes the entity is entitled to all amounts claimed on the cost reports, management also believes the amounts of these differences are appropriate.
 - g. The specialist used by management in preparing cost report estimates and reserves had a sufficient level of competence and experience in cost reporting. We recognize we are responsible for the estimated settlement amounts and balances and, in our opinion, all such amounts are fairly presented.
15. The Organization has satisfactory title to all owned assets.
16. We have complied with all aspects of contractual agreements, grants, and donor restrictions that would have a material effect on the consolidated financial statements in the event of noncompliance. In connection therewith, we specifically represent that we have complied with the requirements of the Single Audit Act and Uniform Guidance.
17. We agree with the findings of specialists in evaluating the Retiree Medical and Extended Illness Leave liabilities and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the consolidated financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
18. The disclosures regarding risks and uncertainties in the consolidated financial statements are appropriate and all inclusive.
19. We have informed you of all uncorrected misstatements. As of and for the year ended June 30, 2019, we believe that the effects of the uncorrected misstatements aggregated by you and summarized below are immaterial, both individually and in the aggregate to the consolidated financial statements taken as a whole. For purposes of this representation, we consider items to be material, regardless of their size, if they involve the misstatement or omission of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

Description		Increase (Decrease)			
		Assets	Liabilities	Equity	Net Income
Carryover impact from previous year		\$ -	\$ -	\$ -	\$30,000
Current	year				misstatements:
To	in	net	asset	impact	for
retiree	and		extended		illness
reflect		-	-	(42,627)	42,627
change					
medical					
leave liabilities at June 30, 2019					
		\$ -	\$ -	\$ (42,627)	\$ 72,627

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Baker Newman & Noyes LLC
January 29, 2020

Information Provided

20. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the consolidated financial statements such as records, documentation, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. Contracts with all significant third-party payors or other providers.
 - f. Reports of Quality Improvement Organizations fiscal intermediaries, third-party payors, and other regulatory examinations that have been completed in the past year and we have informed you of all such examinations that are currently in process. We are not aware of any allegations of noncompliance that should be considered for disclosure or as a basis for recording a loss contingency.
21. All transactions have been recorded in the accounting records and are reflected in the consolidated financial statements.
22. We have disclosed to you the results of our assessment of risk that the consolidated financial statements may be materially misstated as a result of fraud.
23. We have no knowledge of allegations of fraud or suspected fraud, affecting the Organization's consolidated financial statements involving:
 - a. Management.
 - b. Employees who have significant roles in the internal control.
 - c. Others where the fraud could have a material effect on the consolidated financial statements.
24. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's consolidated financial statements received in communications from employees, former employees, regulators, or others.
25. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing the consolidated financial statements.
26. We have disclosed to you all known actual or possible litigation and claims whose effects were considered when preparing the consolidated financial statements.
27. We have disclosed to you the identity of the Organization's related parties and all the related-party relationships and transactions of which we are aware.
28. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Organization's ability to record, process, summarize, and report financial data.
29. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

Page 6
Baker Newman & Noyes LLC
January 29, 2020

Supplementary Information

30. With respect to supplementary information presented in relation to the consolidated financial statements as a whole:
 - a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. When supplementary information is not presented with the audited consolidated financial statements, we will make the audited consolidated financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
31. We have received a determination from the Internal Revenue Service (IRS) that we are exempt from federal income taxes as a Section 501(c)(3) not-for-profit corporation, and we have complied with the IRS regulations regarding this exemption.
32. We are responsible for determining that significant events or transactions that have occurred since the statement of financial position date and through the date of this letter, have been recognized or disclosed in the consolidated financial statements. No events or transactions other than those disclosed in the consolidated financial statements have occurred subsequent to the statement of financial position date and through the date of this letter that would require recognition or disclosure in the consolidated financial statements. We further represent that as of the date of this letter, the consolidated financial statements were complete in a form and format that complied with accounting principles generally accepted in the United States of America, and all approvals necessary for issuance of the consolidated financial statements had been obtained.
33. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.
34. The Organization has taken no actions that would jeopardize its not-for-profit status. With respect to for-profit subsidiaries and/or activities subject to taxation, the consolidated financial statements include all material liabilities for uncertain tax positions (including positions related to returns that should have been, but were not, filed) and disclosures required by ASC 740-10 (formerly FIN 48).
35. Paul Michaud, Chief Financial Officer, has reviewed the Checklist for Disclosures and we are satisfied that the consolidated financial statements contain all material disclosures required by generally accepted accounting principles.

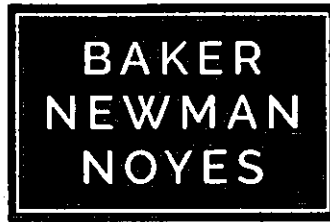
Manchester Mental Health Foundation, Inc. and Affiliates



William Rider
President and Chief Operating Officer



Paul Michaud
Vice President and Chief Financial Officer



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

*Year Ended June 30, 2019
With Independent Auditors' Report*

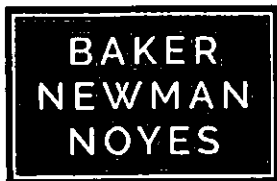
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

June 30, 2019

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements (collectively, the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the statement of financial position as of June 30, 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

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

Emphasis of a Matter

As discussed in Note 1 to the financial statements, in 2019, the Organization adopted the provisions of Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matter—Report on Supplementary Information

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2020

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

Current assets:

Cash and cash equivalents	\$ 6,062,465
Restricted cash	487,518
Accounts receivable, net	1,714,057
Other accounts receivable	755,153
Investments – short-term	250,000
Prepaid expenses	<u>495,780</u>
Total current assets	9,764,973

Investments – long-term	3,826,275
-------------------------	-----------

Assets whose use is limited or restricted	419,492
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Property and equipment, net of accumulated depreciation	14,349,362
--	------------

Total assets	<u>\$28,360,102</u>
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LIABILITIES AND NET ASSETS

Current liabilities:	
Accounts payable	\$ 377,328
Accrued payroll, vacation and other accruals	3,740,354
Deferred revenue	157,461
Accrual for estimated third-party payor settlements	249,469
Current portion of long-term debt	230,290
Amounts held for patients and other deposits	<u>21,280</u>
Total current liabilities	4,776,182
Extended illness leave, long term	460,541
Post-retirement benefit obligation	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,071,263</u>
Total liabilities	12,376,658
Net assets:	
Without donor restrictions	15,563,952
With donor restrictions	<u>419,492</u>
Total net assets	<u>15,983,444</u>
Total liabilities and net assets	<u>\$28,360,102</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS

Year Ended June 30, 2019

	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:			
Program service fees, net	\$22,440,002	\$ —	\$22,440,002
Program rental income	335,067	—	335,067
Fees and grants from government agencies	4,644,491	—	4,644,491
Interest income	105,293	—	105,293
Other income	<u>6,732,629</u>	<u>—</u>	<u>6,732,629</u>
Total revenues and other support	34,257,482	—	34,257,482
Operating expenses:			
Program services:			
Children and adolescents	4,885,860	—	4,885,860
Elderly	256,616	—	256,616
Emergency services	2,444,022	—	2,444,022
Vocational services	555,013	—	555,013
Noneligibles	1,445,620	—	1,445,620
Multiservice team	7,879,982	—	7,879,982
ACT team	3,808,348	—	3,808,348
Crisis unit	5,299,302	—	5,299,302
Community residences and support living	1,486,944	—	1,486,944
HUD residences	214,402	—	214,402
Other	<u>1,908,952</u>	<u>—</u>	<u>1,908,952</u>
Total program services	30,185,061	—	30,185,061
Support services:			
Management and general	3,404,710	—	3,404,710
Operating property	478,932	—	478,932
Interest expense	<u>256,944</u>	<u>—</u>	<u>256,944</u>
Total operating expenses	<u>34,325,647</u>	<u>—</u>	<u>34,325,647</u>
Loss from operations	(68,165)	—	(68,165)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2019

	Without Donor Restriction	With Donor Restriction	Total
Loss from operations	\$ (68,165)	\$ —	\$ (68,165)
Nonoperating revenue (expenses):			
Commercial rental income	403,191	—	403,191
Rental property expense	(367,083)	—	(367,083)
Contributions	288,525	6,418	294,943
Net investment return	207,272	22,404	229,676
Dues	(4,800)	—	(4,800)
Donations to charitable organizations	—	(16,500)	(16,500)
Miscellaneous expenses	<u>(2,949)</u>	<u>—</u>	<u>(2,949)</u>
Nonoperating revenue, net	<u>524,156</u>	<u>12,322</u>	<u>536,478</u>
Excess of revenues over expenses	455,991	12,322	468,313
Reclassification of net assets with donor restrictions	<u>(67,481)</u>	<u>67,481</u>	<u>—</u>
Increase in net assets	388,510	79,803	468,313
Net assets at beginning of year	<u>15,175,442</u>	<u>339,689</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$15,563,952</u>	<u>\$419,492</u>	<u>\$15,983,444</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

	Mental Health									
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Elderly Services	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team
Personnel costs:										
Salary and wages	\$22,131,547	\$ 2,199,292	\$19,896,260	\$3,391,466	\$ 142,196	\$1,725,550	\$ 313,528	\$1,076,868	\$5,304,872	\$2,532,987
Employee benefits	4,878,479	548,608	4,322,012	842,688	37,992	325,101	84,182	110,585	1,200,122	603,992
Payroll taxes	1,652,808	154,794	1,495,260	257,831	10,764	127,120	24,055	81,746	393,563	187,668
	28,662,834	2,902,694	25,713,532	4,491,985	190,952	2,177,771	421,765	1,269,199	6,898,557	3,324,647
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	34,716,979	3,368,217	29,970,659	4,885,860	256,616	2,444,022	555,013	1,445,620	7,879,982	3,808,348
Administration allocation	-	(3,368,217)	3,368,217	550,681	32,540	283,309	59,754	166,932	879,795	434,087
Total expenses	\$34,716,979	\$ -	\$33,338,876	\$5,436,541	\$ 289,156	\$2,727,331	\$ 614,767	\$1,612,552	\$8,759,777	\$4,242,435

	Center						Amoskeag		Foundation	
	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Operating Property	Rental Property	Administration	Program Related	Administration
Personnel costs:										
Salary and wages	\$3,309,408	\$ 297,582	\$ 583,486	\$ 49,033	\$1,169,284	\$ -	\$ -	\$ 18,840	\$ 17,155	\$ -
Employee benefits	643,864	74,230	153,699	10,888	234,669	-	-	7,859	-	-
Payroll taxes	253,036	22,812	43,872	3,750	89,043	-	-	2,754	-	-
	<u>4,206,308</u>	<u>394,624</u>	<u>781,057</u>	<u>63,671</u>	<u>1,492,996</u>	<u>-</u>	<u>-</u>	<u>29,453</u>	<u>17,155</u>	<u>-</u>
Professional fees:										
Client evaluation/services	85,329	-	-	59	15,186	-	-	-	-	-
Audit fees	7,020	594	1,836	216	1,782	-	-	5,765	-	-
Legal fees	1,299	110	340	67	329	113	87	-	-	-
Other professional fees/consultants	8,054	668	2,127	2,299	4,424	22,418	17,182	-	-	-
Staff development and training:										
Journals and publications	1,300	88	844	32	1,348	-	-	-	-	-
Conferences/conventions	9,091	435	2,793	387	13,944	-	-	-	-	-
Other staff development	29,457	5,106	3,393	23	22,534	-	-	-	-	-
Occupancy costs:										
Rent	-	-	-	-	-	-	-	-	-	-
Heating costs	-	-	7,932	-	-	-	-	-	5,362	-
Other utilities	76,339	-	43,514	497	5,251	91,435	70,081	-	10,269	-
Maintenance and repairs	175,929	137	84,875	1,168	11,542	141,964	108,810	-	38,745	-
Other occupancy costs	32,640	-	5,299	-	(1,797)	100,478	77,012	-	4,793	-
Consumable supplies:										
Office	20,266	132	2,032	1,885	69,176	-	-	1,275	-	-
Building/household	39,189	12	5,600	67	1,099	-	-	-	8,977	-
Educational/training	162,077	219	5,410	233	171,743	-	-	-	-	-
Food	67,405	2	5,423	-	396	-	-	-	27,611	-
Medical	54,678	(2)	(6)	(1)	902	-	-	-	-	-
Other consumable supplies	78,318	6,206	19,478	2,257	23,135	-	-	-	-	-
Depreciation - equipment	36,500	3,608	11,893	1,022	5,466	-	-	-	-	-
Depreciation - building	65,409	-	29,730	6,344	137	122,496	93,889	-	22,746	-
Equipment maintenance	2,139	146	1,626	58	2,969	-	-	-	-	-
Advertising	8,030	660	2,042	240	7,861	28	22	-	-	-
Printing	4,966	138	425	56	4,390	-	-	-	-	-
Telephone/communication	60,951	7,629	19,664	736	9,755	-	-	-	-	-
Postage and shipping	4,921	260	803	94	929	-	-	-	-	-
Transportation:										
Staff	6,887	1,922	3,234	91	15,316	-	-	-	392	-
Clients	2,131	-	4,675	-	-	-	-	-	-	-
Insurance:										
Malpractice and bonding	8,159	690	2,134	251	2,072	-	-	-	1,308	-
Vehicles	2,065	175	540	64	524	-	-	-	-	-
Comprehensive property/liability	15,573	1,318	4,073	479	3,953	-	-	-	4,200	-
Membership dues	4,324	353	1,130	4,298	2,059	-	-	-	-	4,800
Interest expense	-	-	-	-	-	253,414	-	-	3,530	-
Other expenditures	22,548	1,922	5,876	691	(67,753)	-	-	-	72,844	19,449
Total expenditures	<u>5,299,302</u>	<u>427,152</u>	<u>1,059,792</u>	<u>87,284</u>	<u>1,821,668</u>	<u>732,346</u>	<u>367,083</u>	<u>36,493</u>	<u>217,932</u>	<u>24,249</u>
Administration allocation	<u>586,940</u>	<u>50,543</u>	<u>129,618</u>	<u>9,467</u>	<u>184,551</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total program expenses	<u>\$5,886,242</u>	<u>\$ 477,695</u>	<u>\$1,189,410</u>	<u>\$ 96,751</u>	<u>\$2,006,219</u>	<u>\$ 732,346</u>	<u>\$ 367,083</u>	<u>\$ 36,493</u>	<u>\$ 217,932</u>	<u>\$ 24,249</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2019

Cash flows from operating activities:	
Change in net assets	\$ 468,313
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	670,673
Amortization of debt issuance costs	10,461
Restricted contributions	(6,418)
Net realized and unrealized gains on investments	(123,950)
Change in operating assets and liabilities:	
Accounts receivable, net	(427,944)
Other accounts receivable	(277,817)
Prepaid expenses	(100,706)
Accounts payable	187,691
Accrued payroll, vacation and other accruals	489,304
Deferred revenue	111,302
Accrual for estimated third-party payor settlements	249,469
Amounts held for patients and other deposits	2,031
Postretirement benefit obligation	(2,553)
Extended illness leave	45,376
Net cash provided by operating activities	1,295,232
Cash flows from investing activities:	
Purchases of property and equipment	(531,943)
Change in assets whose use is limited or restricted	(79,803)
Proceeds from sale of investments	1,191,284
Purchases of investments	(1,603,190)
Net cash used by investing activities	(1,023,652)
Cash flows from financing activities:	
Restricted contributions	6,418
Payments on long-term debt	(215,438)
Net cash used by financing activities	(209,020)
Net change in cash, restricted cash and cash equivalents	62,560
Cash, restricted cash and cash equivalents at beginning of year	6,487,423
Cash, restricted cash and cash equivalents at end of year	\$ 6,549,983
Supplemental disclosures:	
Interest paid	\$ 246,483

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation has two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which are currently inactive.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2019, the Center occupies approximately 37,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Cash and Cash Equivalents

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted Cash

Restricted cash consists of cash received by the Organization for insurance settlement payments, resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying statement of financial position. The Center maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Center has not experienced losses in such accounts and believe it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the statement of cash flows.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Accounts Receivable

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

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

During the year ended June 30, 2019, the Center maintained its estimate in the allowance for doubtful accounts at 65% of total accounts receivable. The allowance for doubtful accounts increased to \$3,236,470 as of June 30, 2019 from \$2,697,713 as of June 30, 2018. This was a result of an overall increase in accounts receivable from \$3,983,826 as of June 30, 2018 to \$4,950,527 as of June 30, 2019. The allowance reflects this increase accordingly.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred.

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The debt issuance costs are presented as a component of long-term debt.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Vacation Pay and Fringe Benefits

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

Program Service Fees

The Center recognizes program service fee revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Program service fee revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2019 totaled \$22,440,002, of which \$22,068,948 was revenue from third-party payors and \$371,054 was revenue from self-pay clients.

Rental Income

Rental income from operating leases leased by third parties is recognized on a straight-line basis in nonoperating income over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized as the related expenditure is incurred. Grant monies received prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the statement of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues (expenses). The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment.

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$554,303 for the year ended June 30, 2019.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred net postretirement health expenses totaling \$39,744 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$76,900 for the fiscal year ending June 30, 2020. Liabilities recognized are based on a third party actuarial analysis.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

The following table sets forth the change in the Center's extended illness leave plan liability during the year ended June 30, 2019:

Statement of financial position liability at beginning of year	\$(415,165)
Net actuarial loss arising during the year	(18,927)
Increase from current year service and interest cost	(47,474)
Contribution made during the year	<u>21,025</u>
Statement of financial position liability at end of year	<u>\$(460,541)</u>

Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 3.57% for the year ending June 30, 2019, and 4.00% per year for retirements that occur on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached. The Center recognized a net postretirement health benefit totaling \$5,915 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$10,100 for the fiscal year ending June 30, 2020.

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the year ended June 30, 2019:

Statement of financial position liability at beginning of year	\$(71,225)
Net actuarial loss arising during the year	(7,315)
Increase from current year service and interest cost	(2,740)
Contributions made during the year	<u>12,608</u>
Statement of financial position liability at end of year	<u>\$(68,672)</u>

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Recent Accounting Pronouncements

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) (ASU 2016-14) – Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 was effective for the Organization for the year ended June 30, 2019. The Organization has adjusted the presentation of these financial statements and related disclosures accordingly to comply with this new pronouncement.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows – Restricted Cash* (ASU 2016-18), which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the consolidated statements of cash flows. The provisions of ASU 2016-18 are effective for the Organization for the fiscal year ended June 30, 2020. The Organization adopted ASU 2016-18 during the fiscal year ended June 30, 2019 and the adoption did not have a material effect on the financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Organization on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Organization is evaluating the impact that ASU 2014-09 will have on its revenue recognition policies, but does not expect the new pronouncement will have a material impact on the Organization's financial statements and related disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization is currently evaluating the impact that ASU 2016-01 will have on the Organization's financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2021 with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the Organization beginning July 1, 2019, with early adoption permitted. The Organization is evaluating the impact that ASU 2018-08 will have on the Organization's financial statements. Although management's analysis is not complete, the adoption of ASU 2018-08 is not expected to have a material effect on the financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through January 29, 2020 which is the date the financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

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

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 74% of net program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

3. Accounts Receivable

Accounts receivable consists of the following at June 30, 2019:

Accounts receivable:	
Due from clients	\$ 2,162,753
Managed Medicaid	634,786
Medicaid receivable	653,825
Medicare receivable	152,506
Other insurance	<u>1,346,657</u>
	4,950,527
Allowance for bad debts and contractals	<u>(3,236,470)</u>
Accounts receivable, net	\$ <u>1,714,057</u>

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the financial statements at market value as follows at June 30, 2019:

Cash and cash equivalents	\$ 58,183
Certificate of deposit	250,000
Fixed income securities	633,230
Common stock and mutual funds	<u>3,554,354</u>
	<u>\$4,495,767</u>

Investments

Investments, stated at fair value, are comprised of the following at June 30, 2019:

Cash and cash equivalents	\$ 52,434
Certificate of deposit	250,000
Fixed income securities	570,665
Common stock and mutual funds	<u>3,203,176</u>
	<u>\$4,076,275</u>

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30, 2019:

Donor restricted:	
Cash and cash equivalents	\$ 5,749
Fixed income securities	62,565
Common stock and mutual funds	<u>351,178</u>
	<u>\$419,492</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30, 2019:

Interest and dividend income:	
Without donor restrictions	\$114,518
With donor restrictions	12,378
Investment fees:	
Without donor restrictions	(19,105)
With donor restrictions	(2,065)
Net realized gains:	
Without donor restrictions	26,182
With donor restrictions	2,830
Net unrealized gains:	
Without donor restrictions	85,677
With donor restrictions	<u>9,261</u>
	<u>\$229,676</u>

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2019.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Common Stock

Common stock is valued at the closing price of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 58,183	\$ —	\$ —	\$ 58,183
Certificate of deposit	250,000	—	—	250,000
Common stock:				
Large cap value	10,307	—	—	10,307
Fixed income:				
Corporate bonds	633,230	—	—	633,230
Mutual funds:				
Bank loans	123,986	—	—	123,986
Emerging markets bond	70,234	—	—	70,234
Foreign large cap equity	480,412	—	—	480,412
Intermediate term bond	113,025	—	—	113,025
Large cap blended equity	1,858,273	—	—	1,858,273
Mortgage backed security	156,593	—	—	156,593
Sector	302,823	—	—	302,823
Short-term bond	66,667	—	—	66,667
Small cap foreign/emerging market equity	168,556	—	—	168,556
Strategic income	132,713	—	—	132,713
Tactical	<u>70,765</u>	<u>—</u>	<u>—</u>	<u>70,765</u>
	<u>\$4,495,767</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$4,495,767</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2019

6. Property and Equipment

Property and equipment consisted of the following at June 30, 2019:

Operating properties:

Land	\$ 1,835,152
Buildings and improvements	12,658,142
Furniture and equipment	<u>2,490,922</u>
	16,984,216
Less accumulated depreciation	<u>(6,646,311)</u>
	10,337,905

Commercial rental properties:

Land	315,876
Buildings and improvements	<u>3,874,524</u>
	4,190,400
Less accumulated depreciation	<u>(178,943)</u>
	<u>4,011,457</u>

\$14,349,362

Depreciation expense for the year ended June 30, 2019 was \$670,673 of which \$576,784 is reflected in operations and \$93,889 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30, 2019:

Cenpatico cap adjustment	\$ 80,237
Granite State UW BMBF Youth grant	25,000
Miscellaneous deferred revenue	24,496
Pearl Manor Seniors Initiative Grant	<u>27,728</u>
	<u>\$157,461</u>

8. Line of Credit

As of June 30, 2019, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. The line is secured by all business assets of the Center and was not utilized as of June 30, 2019. These funds are available with interest charged at TD Bank, N.A. Base Rate (5.5% as of June 30, 2019). The line of credit is due on demand and is set to expire on February 29, 2020.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

9. Long-Term Debt

Long-term debt consisted of the following at June 30, 2019:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate	\$5,760,000
Note payable to a bank, due December 2025, monthly principal and interest payments of \$22,937 at a 4.4% interest rate. Secured by specific real estate	1,545,852
Note payable to a bank, due July 2020, monthly principal and interest payments of \$1,231 at a 4.03% interest rate. Secured by specific real estate	<u>80,260</u>
	7,386,112
Less current portion	(230,290)
Less unamortized debt issuance costs	<u>(84,559)</u>
	<u>\$7,071,263</u>

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2019, the Organization was in compliance with these restrictive covenants.

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

Year ending June 30:	
2020	\$ 230,290
2021	294,114
2022	232,716
2023	240,033
2024	247,419
Thereafter	<u>6,141,540</u>
	<u>\$7,386,112</u>

Interest expense for the year ending June 30, 2019 was \$256,944. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense. The remaining balance of \$246,483 is interest related to the above debt for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2019

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

2020	\$ 91,145
2021	86,950
2022	52,430
2023	<u>13,300</u>
	<u>\$243,825</u>

Rent expense incurred by the Center was \$92,697 for the year ended June 30, 2019.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

2020	\$ 390,142
2021	250,046
2022	131,756
2023	135,314
2024	138,448
Thereafter	<u>36,547</u>
	<u>\$1,082,253</u>

Rental revenue related to these noncancelable operating leases was \$403,191 for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Year Ended June 30, 2019

12. Concentrations of Credit Risk

The Foundation held investments with LPL Financial totaling \$4,245,767 as of June 30, 2019. Of this amount \$3,745,767 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2019 is as follows:

Due from clients	44%
Managed Medicaid	13
Medicaid receivable	13
Medicare receivable	3
Other insurance	<u>27</u>
	<u>100%</u>

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019:

Purpose restriction:

Educational scholarships and program related activities	\$187,195
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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>
--	----------------

\$419,492

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2019:

Financial assets at year end:

Cash and cash equivalents	\$ 6,062,465
Accounts receivable	1,714,057
Other receivables	755,153
Investments	<u>4,076,275</u>

Financial assets available to meet general
expenditures within one year

\$12,607,950

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

Supplementary Information

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 375,033	\$ —	\$ 2,295	\$ —	\$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	—	—	3,740,354
Deferred revenue	157,461	—	—	—	157,461
Accrual for estimated third-party payor settlements	249,469	—	—	—	249,469
Due to affiliate	—	203,767	6,633	(210,400)	—
Current portion of long-term debt	218,525	—	11,765	—	230,290
Amounts held for patients and other deposits	<u>18,665</u>	<u>—</u>	<u>2,615</u>	<u>—</u>	<u>21,280</u>
Total current liabilities	4,758,797	204,477	23,308	(210,400)	4,776,182
Extended illness leave, long term	460,541	—	—	—	460,541
Post-retirement benefit obligation	68,672	—	—	—	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,002,768</u>	<u>—</u>	<u>68,495</u>	<u>—</u>	<u>7,071,263</u>
Total liabilities	12,290,778	204,477	91,803	(210,400)	12,376,658
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	—	15,563,952
With donor restrictions	<u>—</u>	<u>419,492</u>	<u>—</u>	<u>—</u>	<u>419,492</u>
Total net assets	<u>11,696,533</u>	<u>4,070,708</u>	<u>216,203</u>	<u>—</u>	<u>15,983,444</u>
Total liabilities and net assets	<u>\$23,987,311</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$(210,400)</u>	<u>\$28,360,102</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2019

	<u>Center</u> <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>
Revenues and other support:					
Program service fees, net	\$22,440,002	\$ —	\$ —	\$ —	\$22,440,002
Program rental income	131,429	—	—	203,638	335,067
Fees and grants from government agencies	4,644,491	—	—	—	4,644,491
Interest income	105,293	—	—	—	105,293
Other income	<u>6,732,558</u>	<u>—</u>	<u>—</u>	<u>71</u>	<u>6,732,629</u>
Total revenues and other support	34,053,773	—	—	203,709	34,257,482
Operating expenses:					
Program services:					
Children and adolescents	4,885,860	—	—	—	4,885,860
Elderly	256,616	—	—	—	256,616
Emergency services	2,444,022	—	—	—	2,444,022
Vocational services	555,013	—	—	—	555,013
Noneligibles	1,445,620	—	—	—	1,445,620
Multiservice team	7,879,982	—	—	—	7,879,982
ACT team	3,808,348	—	—	—	3,808,348
Crisis unit	5,299,302	—	—	—	5,299,302
Community residences and support living	1,486,944	—	—	—	1,486,944
HUD residences	—	—	—	214,402	214,402
Other	<u>1,908,952</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,908,952</u>
Total program services	29,970,659	—	—	214,402	30,185,061
Support services:					
Management and general	3,368,217	—	—	36,493	3,404,710
Operating property	478,932	—	—	—	478,932
Interest expense	<u>253,414</u>	<u>—</u>	<u>—</u>	<u>3,530</u>	<u>256,944</u>
Total operating expenses	<u>34,071,222</u>	<u>—</u>	<u>—</u>	<u>254,425</u>	<u>34,325,647</u>
Loss from operations	(17,449)	—	—	(50,716)	(68,165)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2019

	Center Without Donor Restriction	Foundation Without Donor Restriction	With Donor Restriction	Amoskeag Without Donor Restriction	Total
Loss from operations	\$ (17,449)	\$ —	\$ —	\$ (50,716)	\$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	—	—	—	403,191
Rental property expense	(367,083)	—	—	—	(367,083)
Contributions	273,353	15,172	6,418	—	294,943
Net investment return	—	207,272	22,404	—	229,676
Dues	—	(4,800)	—	—	(4,800)
Donations to charitable organizations	—	—	(16,500)	—	(16,500)
Miscellaneous expenses	—	(2,949)	—	—	(2,949)
Nonoperating revenue, net	<u>309,461</u>	<u>214,695</u>	<u>12,322</u>	<u>—</u>	<u>536,478</u>
Excess (deficiency) of revenues over expenses	292,012	214,695	12,322	(50,716)	468,313
Net transfer from (to) affiliate	83,907	(83,907)	—	—	—
Reclassification of net assets with donor restrictions	<u>—</u>	<u>(67,481)</u>	<u>67,481</u>	<u>—</u>	<u>—</u>
Increase (decrease) in net assets	375,919	63,307	79,803	(50,716)	468,313
Net assets at beginning of year	<u>11,320,614</u>	<u>3,587,909</u>	<u>339,689</u>	<u>266,919</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$11,696,533</u>	<u>\$3,651,216</u>	<u>\$419,492</u>	<u>\$216,203</u>	<u>\$15,983,444</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF ACCOUNTS RECEIVABLE

For the Year Ended June 30, 2019

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Transfers and Reclassifications*</u>	<u>Cash Receipts**</u>	<u>Accounts Receivable End of Year</u>
Client fees	\$ 1,842,016	\$ 5,102,915	\$ (4,385,089)	\$ 2,936	\$ 212,429	\$ (612,454)	\$ 2,162,753
Managed Medicaid	305,365	23,824,152	(9,071,742)	(838,660)	554,172	(14,138,501)	634,786
Medicaid receivable	517,135	5,132,964	(2,414,625)	—	393,911	(2,975,560)	653,825
Medicare receivable	205,506	1,840,818	(662,959)	—	(373,731)	(857,128)	152,506
Other insurance	<u>1,113,804</u>	<u>6,937,913</u>	<u>(2,490,073)</u>	<u>209</u>	<u>(1,036,250)</u>	<u>(3,178,946)</u>	<u>1,346,657</u>
	3,983,826	42,838,762	(19,024,488)	(835,515)	(249,469)	(21,762,589)	4,950,527
Reserve for bad debts and contractals	<u>(2,697,713)</u>	<u>—</u>	<u>—</u>	<u>(538,757)</u>	<u>—</u>	<u>—</u>	<u>(3,236,470)</u>
Accounts receivable, net	<u>\$ 1,286,113</u>	<u>\$42,838,762</u>	<u>\$ (19,024,488)</u>	<u>\$ (1,374,272)</u>	<u>\$ (249,469)</u>	<u>\$ (21,762,589)</u>	<u>\$ 1,714,057</u>

* Transfers and reclassifications do not net to zero due to transfers from accounts receivable to accrual for estimated third-party payor settlements on the accompanying balance sheet.

** Excludes certain Medicaid capitation payments that exceed the standard fee for service reimbursement.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
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							
	<u>Total Agency</u>	<u>Admini- stration</u>	<u>Total Center Programs</u>	<u>Child and Adolescents</u>	<u>Elderly Services</u>	<u>Emergency Services</u>	<u>Vocational Services</u>	<u>Non- Eligibles</u>
Program service fees:								
Net client fees	\$ 371,054	\$ —	\$ 371,054	\$ 57,629	\$ (30,131)	\$ 74,775	\$ 10,467	\$ (33,806)
HMO's	1,537,915	—	1,537,915	291,142	26,245	281,882	—	333,349
Blue Cross/Blue Shield	2,111,774	—	2,111,774	303,611	62,836	344,591	—	395,569
Medicaid	16,632,486	—	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	—	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	—	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	<u>(1,065)</u>	<u>—</u>	<u>(1,065)</u>	<u>(137)</u>	<u>(1,498)</u>	<u>(3,716)</u>	<u>—</u>	<u>(1,025)</u>
	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	<u>7,215,016</u>	<u>46,315</u>	<u>7,168,701</u>	<u>2,056,937</u>	<u>69,266</u>	<u>1,100,213</u>	<u>177,174</u>	<u>44,618</u>
	<u>11,817,480</u>	<u>46,315</u>	<u>11,771,165</u>	<u>2,063,281</u>	<u>69,266</u>	<u>1,581,216</u>	<u>177,174</u>	<u>44,618</u>
Total program revenues	<u>\$34,257,482</u>	<u>\$ 46,315</u>	<u>\$34,211,167</u>	<u>\$ 8,530,962</u>	<u>\$ 649,497</u>	<u>\$ 2,895,026</u>	<u>\$ 451,327</u>	<u>\$ 1,256,908</u>

	Center							
	Multi Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Amoskeag
Program service fees:								
Net client fees	\$ (119,964)	\$ 61,199	\$ 245,926	\$ 29,012	\$ 24,383	\$ —	\$ 51,564	\$ —
HMO's	298,487	18,683	288,120	—	—	—	7	—
Blue Cross/Blue Shield	495,257	56,949	452,948	—	—	—	13	—
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	—
Medicare	756,733	86,908	3,703	2	—	—	1	—
Other insurance	103,260	72,975	47,897	—	2,512	—	40,981	—
Other program fees	(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**

Philip Hastings, Chair, IT Consultant
Term 6 yrs. 10/2015-9/2021

Kevin Sheppard, Vice Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Granite State Credit Union
Term 6 yrs. 10/2017-9/2023

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Tina Legere, VP of Operations, Catholic Medical Center
Term 6 yrs. 10/2018-9/2024

Christina Mellor, Interior Designer, Lavallee Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2020 - 2021**

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

Jessica Lachance

Education

May 2005 Southern NH University Manchester, NH
Master of Science, Community Mental Health

- Specialization in Adults with co-occurring Mental Illness and Substance Use Disorders

1994 Saint Anselm College Manchester, NH
Bachelor of Arts, Psychology

- Member of Psi Chi, National Honor Society in Psychology

Professional experience

October 2016-present
The Mental Health Center of Greater Manchester
Director, Mobile Crisis Response Team

- Responsible for the administration, monitoring and supervision of a 24/7 Mobile Crisis Team

April 2007-present
The Mental Health Center of Greater Manchester
Coordinator of Housing, InSHAPE and Outreach Services

- Responsible for the supervision and monitoring of all residential programs within MHCGM, as well as the InShape and Housing Outreach Teams.
- Direct and indirect supervision of over 40 staff, including 2 Residential Supervisors
- Trainer and Supervisor for clinicians practicing Illness Management and Recovery
- Liaison for Manchester Housing Authority

Jan 2004-April 2007
The Mental Health Center of Greater Manchester Manchester, NH
Assistant Coordinator of Assertive Community Treatment

- Assist the Coordinator of ACT in managing three assertive community treatment teams, as well as two outreach teams and a residential treatment program.
- Provide direct supervision and training to 9 full time clinical staff.

July 2001-Dec 2003
Mental Health Center of Greater Manchester Manchester, NH
Supervisor – Gemini House

- Manage the daily operations of Gemini House, a Modified Therapeutic Community for up to 15 adults diagnosed with co-occurring mental illness and substance use disorders
- Ensure that the Gemini Program is in full compliance with Department of Health and Human Services regulations for Certified Community Residences
- Provide supervision and training for 7 full time residential specialists
- Promote consistency and effective communication between residential and clinical staff
- Facilitate referrals and admissions to the Gemini Program

Jan 2003-May 2003

Mental Health Center of Greater Manchester Manchester, NH
Graduate Intern – Emergency Services

- Completed a 300 hour internship in the Emergency Services Department. Provided crisis counseling, intake and assessment, and motivational screening

Sept 1998 – July 2001

Mental Health Center of Greater Manchester Manchester, NH
Residential Specialist – Gemini House

- Provided MIMS based individual and group services to adults with co-occurring disorders, emphasizing development of community-based independent living skills, relapse prevention skills, and coping skills within a Modified Therapeutic Community
- Utilized Prochaska Model, Recovery Model, and Motivational Interviewing when working with residents
- Worked as an integral part of an Assertive Community Treatment Team
- Provided targeted feedback, support, and direction through frequent daily contact with Gemini residents

Awards received

Recipient of the 2003 and 2006 Mental Health Center of Greater Manchester Presidents Circle Award

Recipient of 2013 Kendall Snow Community Awareness and Advocacy Award

References

Furnished upon request.

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester		Manchester, NH
July 2015 to present	Executive Vice President/Chief Operating Officer	
2000 to July 2015	Director of Community Support Services	
1996 – 2000	Assistant Director of Community Support Services	
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital	
1987 – 1990	Counselor, Restorative Partial Hospital	
1986 – 1987	Residential Specialist	

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

PUBLICATIONS

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

PAUL J. MICHAUD
MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSHIP POSITIONS

<u>Chief Financial Officer</u>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<u>Controller</u>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<u>Chief Financial Officer</u>	Seacoast VNA, North Hampton, NH	1998 to 2009
<u>Manager, Public Accounting</u>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<u>Director, Budget & Cost / Controller</u>	BCBS of Maine, So. Portland, ME	1993 to 1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcare facilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
 Financial oversight during period of 100% revenue growth
 Financial oversight during period of national Top 500 Agency Status
 Financial oversight during period of 300% reduction in Days in A/R
 One-year oversight – due diligence process – Merger with \$50 million entity

Audit / Consulting Manager

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998
 Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

Paul J. Michaud

Page 2

Budget Director, Finance Division, Budget & Cost Department

Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary

Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine

Masters of Science in Business Administration (MSB – Accounting Concentration) 1990

Husson College, Bangor, Maine

Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs (*Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER*)

Kari Sanborn Bruce, MS

~~240 Cypress St Manchester, NH 03103 (603) 486-1774 kari.sanborn@manncare.net~~

Job Objective: Clinical Supervisory Position in a Community Mental Health Center

Summary of Qualifications:

- Master of Science in Rehabilitation Counseling with an emphasis in Substance Abuse and Mental Health Counseling
- Skilled in Dialectical Behavioral Therapy and Cognitive Behavioral Therapy
- Experienced in dual diagnosis case management and treatment
- Proven ability to work with clients from culturally diverse backgrounds
- Experienced in completing Crisis Assessments in the community
- Skilled in Intake Assessments
- LADC License Eligible

Professional Experience:

8/2015-present

ACT Assistant Coordinator

Mental Health Center of Greater Manchester, Manchester, NH

- Providing supervision and consultation to a team of 20 Clinicians
- Mentoring clinicians in emergency services practices for Act clients
- NHH Liaison for MHCGM
- Prepares and complies data for BBH contact and ACT settlement agreement

4/2003-12/2006 and 3/2012-8/2015 **Psychotherapist**

Mental Health Center of Greater Manchester, Manchester, NH

- Provided outpatient cognitive behavioral therapy to adults ages 18 and above
- Facilitated Dialectical Behavioral Therapy groups
- Mentored clinicians in Dialectical Behavioral Therapy
- Facilitated Anger Management Group Therapy

12/2006-3/2012 and 3/21012-present (Per Diem currently) **Emergency Services Clinician**

Mental Health Center of Greater Manchester, Manchester, NH

- Conducting crisis assessments for clients in a office and emergency room setting
- Facilitating entry into alternate levels of care for clients
- Providing short-term counseling for clients in crisis
- Attending court proceedings for involuntary commitments

9/2000-4/2003

Intake Clinician

Mental Health Center of Greater Manchester, Manchester, NH

- Conducted intake assessments interviewing clients entering the mental health care system, including collecting data to determine level of care, differential diagnosis, and appropriate treatment
- Managed referrals from multiple community providers

1/2000-9/2000 Dual Diagnosis Case Manager

Henrico Area Mental Health, Henrico County, VA

- Dual Diagnosis Case Manager Intern 6/99-12-99
- Providing case management services, including mental status assessments and monitoring of medication effectiveness for clients who have a mental illness and a co-occurring substance dependence diagnosis
- Co-facilitating six dual diagnosis treatment groups
- Developing and implementing treatment plans that emphasize psychiatric stability and substance abstinence

Education:

1999 MS Rehabilitation Counseling

Medical College of Virginia, Richmond, VA

- Classes include the following; motivational interviewing, substance abuse education and treatment, case management, job placement, and individual and group counseling
- Member of Chi Sigma Iota Counseling Honor Society

1998 BS Child Development & Family Studies

University of Maine, Orono, ME

- Minor in Public Administration
- Teaching Assistant for Human Development Department assisting with test development, lectures, grading and student advising

William T. Rider

Objective To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester
401 Cypress St. Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health
25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital
24 Clinton St
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity

Granite Pathways: Vice Chair, Board of Directors
Postpartum Support International-NH, Founders Board
NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

CONTRACTOR NAME

The Mental Health Center of Greater Manchester, Inc.
Mobile Crisis Services & Supports for Opioid Use Disorder
SFY 2021
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
JESSICA LACHANCE	Program Director-Mobile Crisis	\$85,188	4.00%	\$3,407.52
KARI SANBORN	Coordinator-Mobile Crisis	\$74,066	25.00%	\$18,516.50
PATRICIA CARTY	Chief Operating Officer	\$114,446	4.00%	\$4,577.84
WILLIAM RIDER	President / CEO	\$173,592	1.00%	\$1,735.92
PAUL MICHAUD	Chief Financial Officer	\$127,556	1.00%	\$1,275.56

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20 mac



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

October 7, 2019

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 a **sole source** amendment to an existing agreement with The Mental Health Center of Greater Manchester, Inc., 401 Cypress Street, Manchester, NH 03103, (Vendor #177184 B-001), to provide mobile crisis services and supports and Projects for Assistance in Transition from Homelessness Program (PATH) services to individuals who are in crisis related to their opioid use or post opioid overdose, by increasing the price limitation by \$112,844 from \$1,131,240 to \$1,244,084 with no change to the completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on June 19, 2019 (Item #17).

Funds to support this request are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL
SCS, STATE OPIOID RESPONSE GRANT**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	92057040	\$565,520	\$0	\$565,520
2020	102-500731	Contracts for Prog Svc	92057040	\$565,720	\$112,844	\$678,564
2021	102-500731	Contracts for Prog Svc	92057040	\$0	\$0	\$0
			Total	\$1,131,240	\$112,844	\$1,244,084

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

This request is **sole source** because the City of Manchester is experiencing a disproportionate amount of individuals with an opioid use disorder (OUD) who are without housing. The Projects for Assistance in Transition from Homelessness Program (PATH) is designed to eliminate homelessness for individuals with serious mental illness or co-occurring mental illness and substance use disorder who are experiencing homelessness or are at risk of becoming homeless. The Mental Health Center of Greater Manchester is the State's approved community mental health program designated to provide comprehensive clinical and rehabilitative services to this population in mental health region seven (7), Greater Manchester. Integration of these services within the CMHCs allows for more effective outcomes for those served, including greater engagement with treatment and achieving housing stability.

The purpose of this request is to expand outreach to individuals with OUD or at risk of OUD who are experiencing homelessness or are at risk of becoming homeless to engage them in housing and behavioral health services. Two additional PATH workers will be added through this amendment to serve individuals in the Manchester area.

Approximately 125 individuals will be served from the effective date of this contract through September 29, 2020.

These services are part of the State's funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) under the State Opioid Response (SOR) grant. The State is using SOR funds to make critical investments in the substance use disorder system to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to Medication Assisted Treatment (MAT) over the course of the funding period.

The vendor is leveraging its existing role in providing behavioral health services through its mobile crisis response team in the Greater Manchester area.

The vendor must coordinate all individual data and services with the individual's Doorway to ensure that each individual served has the comprehensive assessment completed. The Doorways are responsible for gathering data on client-related outcomes including, but not limited to, recovery status, criminal justice involvement, employment and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

The following performance measures will be used to measure the effectiveness of the agreement:

- Ensure that one hundred percent (100%) of individuals served, who enter care directly through the vendor and consent to information sharing with the Doorways', receive a Doorways referral for ongoing care coordination and Government Performance and Results Modernization Act (GPRA) data collection.
- Maintain a greater than ninety percent (> 90%) Opioid Use Disorder Mobile Crisis Response Team hospital diversion rate.
- Assess one hundred percent (100%) of individuals contacted who present with suicidal ideation or behaviors.

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

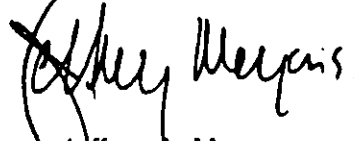
Should the Governor and Executive Council not authorize this request, individuals with co-occurring opioid use disorders and mental illness who are experiencing homelessness may not receive the specialized outreach and engagement needed to facilitate access to services.

Area served: Greater Manchester area.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, Federal Award Identification Number (FAIN) TI081685.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Mobile Crisis Services and Supports for
Opioid Use Disorder Contract**

This 1st Amendment to the Mobile Crisis Services and Supports for Opioid Use Disorder 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 nonprofit with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #17), 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 State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 increase the price limitation and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:
\$1,244,084.
2. Add Exhibit A-1 – Amendment #1.
3. Exhibit B, Methods and Conditions Precedent to Payment, Section 3 to read:
 3. The Contractor agrees to provide the services in Exhibit A, Scope of Service, and Exhibit A-1, Scope of Service, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
 - 4.1 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 item, as specified in Exhibits B-1, B-2, and B-3 Budgets.
5. Exhibit B, Methods and Conditions Precedent to Payment, Section 13, to read:
 - 13 The Contractor shall retain all records concerning PATH services in Exhibit A-1 for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
6. Add Exhibit B-3 – Amendment #1.



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

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

9/25/19
Date

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

The Mental Health Center of Greater Manchester, Inc.

09/24/2019
Date

William Rider
Name: William Rider
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 9/24/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Joanne C. Duclos
Signature of Notary Public or Justice of the Peace

• JOANNE C. DUCLOS, Notary Public
My Commission Expires August 8, 2023

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 8, 2023

WTR
9/24/19



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder**

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

OFFICE OF THE ATTORNEY GENERAL

9/27/19
Date


Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

WME
9/24/19

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder
Exhibit A-1 – Amendment #1**



Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purposes of this agreement, the Contractor acknowledges that the provision of outreach services through the Projects for Assistance in Transition from Homelessness (PATH) program may require a lengthy engagement process with individuals who may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.

2. Scope of Work (PATH)

- 2.1. The Contractor shall provide services under the Projects for Assistance in Transition from Homelessness program (PATH), in compliance with Public Health Services Act, Part C, to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. The Contractor shall provide services that include, but are not limited to:
 - 2.1.1. Outreach.
 - 2.1.2. Screening and diagnostic treatment.
 - 2.1.3. Staff training
 - 2.1.4. Case management.
- 2.2. The Contractor shall provide PATH case management services including but, limited to assisting eligible homeless individuals with:
 - 2.2.1. Obtaining and coordinating services including, but not limited to, referrals for primary health care.
 - 2.2.2. Obtaining income support services, including, but not limited to:
 - 2.2.2.1. Housing assistance.
 - 2.2.2.2. Food stamps.
 - 2.2.2.3. Supplementary security income benefits.
- 2.3. The Contractor shall provide identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH-eligible clients. The Contractor shall ensure PATH workers:
 - 2.3.1. Participate in periodic Outreach Worker Training programs scheduled by the Bureau of Housing Supports (BHS).
 - 2.3.2. Provide housing supports as determined by the Department.
- 2.4. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports for Opioid Use Disorder
Exhibit A-1 – Amendment #1**



who may be referred by street outreach workers, shelter staff, police and other concerned individuals.

- 2.5. The Contractor shall ensure that each PATH worker is available to collaborate with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH-eligible clients may be found.
- 2.6. The Contractor shall ensure, as part of the PATH outreach process, the designated PATH worker assesses each individual for immediacy of needs, and continues to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 2.7. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 2.8. The Contractor shall comply with all reporting requirements in accordance with the PATH Grant.
- 2.9. The Contractor shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). The Contractor shall ensure:
 - 2.9.1. Programs providing services through this contract are familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry.
 - 2.9.2. Programs are aware that current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.10. The Contractor shall inform the Department of any staffing changes in writing no later than ten (10) days after the change occurs.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

May 22, 2019

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 an agreement with The Mental Health Center of Greater Manchester, Inc., 401 Cypress Street, Manchester, NH 03103, Vendor #177184 B-001, to provide mobile crisis services and supports to individuals who are in crisis related to their opioid use or post opioid overdose, in an amount not to exceed \$1,131,240 effective upon date of Governor and Executive Council approval, through September 29, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL
SCS, STATE OPIOID RESPONSE GRANT**

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	92057040	\$565,520
2020	102-500731	Contracts for Prog Svc	92057040	\$565,720
2021	102-500731	Contracts for Prog Svc	92057040	\$-0-
			Total	\$1,131,240

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

EXPLANATION

The purpose of this request is to ensure mobile crisis services and supports are available to individuals with opioid use disorders or post-opioid overdose in New Hampshire, regardless of age, including those individuals with co-occurring mental health issues.

Approximately 8,500 individuals will be served from the effective date of this contract through June 30, 2020.

These services are part of the State's funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) under the State Opioid Response (SOR) grant. The State is using SOR funds to make critical investments in the substance use disorder system to reduce unmet treatment needs, reduce opioid overdose fatalities, and increase access to Medication Assisted Treatment (MAT) over the next two (2) years.

Mobile crisis services are part of the Department's overall strategy to respond to substance abuse issues that negatively impact New Hampshire citizens, families and communities. The Department's goal is to create a mobile crisis network in regions that demonstrate the highest need for mobile services by increasing capacity through the development and support of Opioid Use Disorder Mobile Crisis Response Teams in the Doorway regions.

The vendor will leverage its existing role in providing substance use services by expanding mobile crisis services in the Greater Manchester area. Unique to these services is a robust level of client-specific data that will be available, and which will be collected in coordination with the regional Doorways that were approved by the Governor and Executive Council on October 31, 2018 (Item 17A).

The SOR grant requires all individuals served receive a comprehensive assessment at several time intervals, specifically at intake, at three (3) months, at six (6) months and upon discharge. The vendor must coordinate all individual data and services with the individual's Doorway to ensure that each individual served has the comprehensive assessment completed. The Doorways are responsible for gathering data on client-related outcomes including, but not limited to, recovery status, criminal justice involvement, employment and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with SOR-funded initiatives and to determine which programs are generating the best results for the clients served.

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

The following performance measures will be used to measure the effectiveness of the agreement:

The Mental Health Center of Greater Manchester, Inc.

- Ensure that one hundred percent (100%) of individuals served, who enter care directly through the vendor and consent to information sharing with the Doorways, receive a Doorways referral for ongoing care coordination and Government Performance and Results Modernization Act (GPRA) data collection.
- Maintain a greater than ninety percent (> 90%) Opioid Use Disorder Mobile Crisis Response Team (OUD MCRT) hospital diversion rate.
- Assess one hundred percent (100%) of individuals contacted who present with suicidal ideation/behaviors.

The Mental Health Center of Greater Manchester, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' website from September 21, 2018 through October 18, 2018. The Department received three (3) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Summary Score Sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, the Department has the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, individuals in need of mobile crisis services in crisis or immediately post-opioid overdose may not have access to services and/or have increased chances of a fatal overdose.

Area served: Greater Manchester area.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, Federal Award Identification Number (FAIN) TI081685.

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

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", is written over the printed name.

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**MOBILE CRISIS SERVICES AND
SUPPORTS FOR**

RFP Name

RFP-2019-BDAS-09-MOBIL

RFP Number

Bidder Name

1. Harbor Homes, Inc
2. Riverbend Community Mental Health, Inc.
3. The Mental Health Center of Greater Manchester

Pass/Fail	Maximum Points	Actual Points
	360	288
	360	265
	360	299

Reviewer Names

1. Abby Shockley, Snr Policy Analyst
Substance Use Services, DBH
2. Jamie Powers, Clinical & Recovery
Srvc Admin II, BDAS
3. Elizabeth Fenner-Lukaitis, Acute
Care Srvc Coordinator, BMHS
4. Laure Heath, Business Admin III,
DBH/BDAS Finance
5. Shawn Blakey, PS IV, Youth
Treatment Coordinator, BCBH



Denis Goulet
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

May 31, 2019

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract agreement with The Mental Health Center of Greater Manchester, Inc., Manchester, NH, as described below and referenced as DoIT No. 2019-052.

DHHS requests to enter into a contract with The Mental Health Center of Greater Manchester, Inc. to provide mobile crisis services and supports to individuals who are in crisis related to their opioid use or post opioid overdose.

The amount of the contract is not to exceed \$1,131,240 effective upon Governor and Executive Council approval, through September 29, 2020.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

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

Denis Goulet

DG/ik/ck
DoIT #2019-052

cc: Bruce Smith, IT Manager, DoIT

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

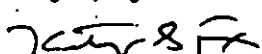
Subject: MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER (RF-2019-BDAS-09-MOBI-03)

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 NH Department of Health and Human Services		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	
1.5 Contractor Phone Number 603-206-8552	1.6 Account Number 05-095-092-920510- 70400000-102-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$1,131,240
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		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>April 30, 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 JOANNE C. DUCLOS, Notary Public My Commission Expires August 8, 2023			
1.14 State Agency Signature  Date: <u>5/22/19</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>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			


4/30/19

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 requiring 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
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.
- 1.4. For the purposes of this contract, the Contractor shall be identified as a sub recipient, in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

- 2.1. The Contractor shall provide mobile crisis services and supports to individuals in the Greater Manchester, New Hampshire area who are in crisis related to their opioid use or post-opioid overdose.
- 2.2. The Contractor shall ensure that the core mobile crisis services provided include:
 - 2.2.1. Maintaining a central internal phone triage system for crisis calls to be received or referred through:
 - 2.2.1.1. Emergency medical services;
 - 2.2.1.2. Law enforcement; and
 - 2.2.1.3. Doorways for Opioid Use Disorder Services;
 - 2.2.2. Providing an OUD Mobile Crisis Response Team (OUD MCRT) with sufficient clinical support and oversight which shall include at a minimum:
 - 2.2.2.1. Staffing to screen incoming referrals;
 - 2.2.2.2. At least one (1) Peer Recovery Coach or Certified Recovery Support Worker;

The Mental Health Center of Greater
Manchester, Inc.

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Contractor Initials

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- 2.2.2.3. The ability to connect to an on-call clinician capable of providing crisis intervention counseling through the individual's Doorway or through the selected vendor(s) directly; and
 - 2.2.2.4. Developing a screening protocol for evaluating clinical and/or other safety concerns which include, but are not limited to:
 - 2.2.2.4.1. Directing and dispatching of the OUD MCRT;
 - 2.2.2.4.2. Consulting with on-call and supervisory staff;
 - 2.2.2.4.3. Documenting and/or reporting of any recommendation not to dispatch the mobile team;
 - 2.2.2.4.4. Meeting face-to-face with individuals in their environment to de-escalate crises without removing the individual from their home and/or community program;
 - 2.2.2.4.5. Providing sufficient staff capacity to meet the needs of the individuals served by the OUD MCRT;
 - 2.2.2.4.6. Coordinating transportation for individuals from the site of the crisis to their apartment, home, or other residential setting after stabilization has occurred;
 - 2.2.2.4.7. Working and coordinating with law enforcement personnel when responding to an individual in an OUD crisis with law enforcement involvement, including immediately post-overdose;
 - 2.2.2.4.8. Coordinating the individual's connection with the individual's nearest Doorway to assess individual's needs and identify services and supports necessary to meet the individual's needs;
 - 2.2.2.4.9. Conducting regular education and outreach activities with local emergency services, law enforcement and Doorway staff to promote appropriate referrals to and utilization of, crisis team resources;
 - 2.2.2.4.10. Developing a plan for formal agreements or memoranda of understanding with regional stakeholders including the Doorway, local law enforcement, and emergency medical personnel to

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[Handwritten Signature]

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- ensure effective coordination with and delivery of mobile crisis services; and
- 2.2.2.4.11. Collecting and reporting data on service delivery, utilization and performance as directed by the Department.
- 2.3. The Contractor shall, within thirty (30) days of the contract effective date, provide a designated central internal phone number, that must be available twenty-four (24) hours per day, seven (7) days per week, and shall be answered by a Master's level clinician, to accept referrals for the OUD MCRT, from the following parties:
- 2.3.1. Doorways;
 - 2.3.2. Law enforcement; and
 - 2.3.3. Emergency medical personnel.
- 2.4. The Contractor shall use protocols during the initial screening of incoming referrals for OUD MCRT services which shall include, but not be limited to:
- 2.4.1. Provide 24/7 immediate and direct phone triage services to assess an individual's needs;
 - 2.4.2. Provide crisis services within one (1) hour of receiving the call to individuals face-to-face;
 - 2.4.3. Follow-up calls within twenty-four (24) hours;
 - 2.4.4. Follow-up home visits within twenty-four (24) hours;
 - 2.4.5. Meeting at a mutually agreed upon home or community environment; and
 - 2.4.6. Coordination with emergency medical services, law enforcement, and the individual's Doorway.
- 2.5. The Contractor shall provide a risk assessment tool to assess the safety of the OUD MCRT member(s) being dispatched to assist the individual after attempting to gather individual's information which shall include, but not be limited to:
- 2.5.1. Name;
 - 2.5.2. Date of birth;
 - 2.5.3. Telephone number;
 - 2.5.4. Current location;
 - 2.5.5. Home address;
 - 2.5.6. Psychiatric/co-occurring history;

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Manchester, Inc.

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- 2.5.7. Current situation/chief complaint;
 - 2.5.8. History of suicidality, self-harm/violence towards others;
 - 2.5.9. Current suicidality/self-harm/violence towards others;
 - 2.5.10. Current and history of substance use, currently intoxicated;
 - 2.5.11. Amount of substance used;
 - 2.5.12. Current symptoms;
 - 2.5.13. Environmental safety, including are guns, drugs, others who are violent, animals present;
 - 2.5.14. Health concerns;
 - 2.5.15. History of/current legal issues;
 - 2.5.16. Current health care/mental health providers; and
 - 2.5.17. Current medications.
- 2.6. The Contractor shall ensure the OUD MCRT completes an Outreach Risk Assessment if action is determined to be required upon initial phone contact.
- 2.7. The Contractor shall ensure coverage is provided during multiple concurrent crises referrals by utilizing:
- 2.7.1. Skilled Master Licensed Alcohol and Drug Counselors/Licensed Alcohol and Drug Counselors (MLADC/LADC), including full-time and per diem staff, scheduled 24/7;
 - 2.7.2. Experienced Peer Recovery Coaches/Certified Recovery Support Workers (CRSWs) scheduled per diem 24/7;
 - 2.7.3. A 24/7 schedule of MLADCs/LADCs and CRSWs who function as "back-ups" for the regularly scheduled clinicians;
 - 2.7.4. Tertiary "back-up" staff who are skilled and versed in OUD MCRT work; and
 - 2.7.5. Additional support 24/7 from an on-call psychiatrist, an Advanced Practice Registered Nurse (APRN), OUD MCRT supervisory staff and the Administrator-on-call;
- 2.8. The Contractor's staff shall provide the following services and supports during a crisis response which shall include, but not be limited to:
- 2.8.1. Phone triage;



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MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
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- 2.8.1.1. Phone triage shall be completed by a Master's level clinician, which shall include, but not be limited to:
- 2.8.1.1.1. Completing the initial risk assessment;
 - 2.8.1.1.2. Making a determination as to what level of service will be provided to the caller;
 - 2.8.1.1.3. Utilizing the telephone triage for information and referral to the community; and
 - 2.8.1.1.4. Assisting the caller by providing information to make informed decisions about accessing services related to their behavioral health crisis.
- 2.8.2. Phone coaching:
- 2.8.2.1. Phone coaching shall be completed by a Master's level clinician, and/or Peer Recovery Coach/Certified Recovery Support Worker, which shall include, but not be limited to:
- 2.8.2.1.1. Giving equal attention to the individual's immediately available and potentially available assets;
 - 2.8.2.1.2. Providing strengths based approach to help affirm the individual's role as an active partner in the resolution of the crisis by marshalling his or her capabilities.
- 2.8.3. Peer recovery coaching/certified recovery support:
- 2.8.3.1. Peer recovery coaching/certified recovery support shall be provided by Peer Recovery Coaches and/or Certified Recovery Support Workers, in partnership with all members of the OUD MCRT in an effort to maximize the person's recovery capital index and shall include, but not be limited to:
- 2.8.3.1.1. Offering opportunities for the individual to connect with a supportive circle of people who have shared experiences;
 - 2.8.3.1.2. Provide supportive counseling;
 - 2.8.3.1.3. Identify potential community based resources; and
 - 2.8.3.1.4. Problem solving regarding life stressors;
- 2.8.4. Lethality/level of care assessment:



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- 2.8.4.1. Lethality/level of care assessment shall be completed by a Master's level clinician which shall include, but not be limited to:
 - 2.8.4.1.1. A comprehensive face-to-face assessment including a direct interview of the individual in crisis;
 - 2.8.4.1.2. A crisis assessment, which shall include, but not be limited to:
 - 2.8.4.1.3. Presenting problems and a narrative of how and why the individual is presenting at this time;
 - 2.8.4.1.4. Immediate safety concerns from the point of view of the individual in crisis, including suicidal ideation;
 - 2.8.4.1.5. Referring parties and other collateral sources when relevant;
 - 2.8.4.1.6. Crisis precipitants;
 - 2.8.4.1.7. Internal and external supports;
 - 2.8.4.1.8. History of relevant past symptoms;
 - 2.8.4.1.9. Treatments;
 - 2.8.4.1.10. Medical and substance co-morbidities;
 - 2.8.4.1.11. Functional status;
 - 2.8.4.1.12. Current mental status exam with serial assessment over time and in response to immediate treatment interventions;
 - 2.8.4.1.13. Creation of a disposition/crisis/recovery plan;
 - 2.8.4.2. Use skills to ameliorate discomfort and affirm the individual's crisis;
 - 2.8.4.3. Identify and activate the individual's own skills to manage the crisis;
 - 2.8.5. Crisis stabilization:
 - 2.8.5.1. Crisis stabilization shall be provided by a Master's level clinician which shall include, but not be limited to:
 - 2.8.5.1.1. Ongoing lethality assessment;
 - 2.8.5.1.2. Case management/connection to community based services;



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- 2.8.5.1.3. Therapeutic services;
 - 2.8.5.1.4. Coordination with the Doorway; and
 - 2.8.5.1.5. Possible admission to a Crisis Stabilization bed, to provide brief and continuous psychiatric and/or substance misuse intervention in a community-based environment structured both to maximize respite and support and to minimize the need for inpatient hospitalization.
 - 2.8.5.1.6. Crisis stabilization beds shall be monitored by a Master's Level Clinician and a Peer Recovery Coach/Certified Recovery Support Worker in consultation with an on-call psychiatrist/APRN.
 - 2.8.5.2. Interventions, which shall include, but not be limited to:
 - 2.8.5.2.1. Ongoing safety assessment;
 - 2.8.5.2.2. Supervision;
 - 2.8.5.2.3. Serial evaluation of mental status;
 - 2.8.5.2.4. Focus on coping strengths;
 - 2.8.5.2.5. Developing a recovery plan;
 - 2.8.5.2.6. Medication evaluation;
 - 2.8.5.2.7. Supportive therapy;
 - 2.8.5.2.8. Referrals for psychiatric/co-occurring, social service, substance, medical aftercare; and
 - 2.8.5.2.9. Coordination with the Doorway.
 - 2.8.6. Emergency psychopharmacology:
 - 2.8.6.1. Emergency psychopharmacology shall be provided by a full time Nurse Practitioner, Monday through Friday, on the first shift of the day, and there shall be an on-call psychiatrist available after hours for those individuals who are:
 - 2.8.6.1.1. Experiencing an acute crisis and require initiation of medications; and
 - 2.8.6.1.2. More established individuals who have either been non-adherent to medications or where medications have not been effective.

WTK
4/20/19



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2.8.7. Case management:

- 2.8.7.1. Case management services shall be expedited through referral and linkage to community-based services through the Contractor's partnering with multiple organizations in a behaviorally integrated manner.

2.8.8. Law enforcement/emergency medical/Doorway coordination:

- 2.8.8.1. Law enforcement/emergency medical/Doorway coordination shall be provided 24/7 through coordination with area police and fire, emergency medical personnel, and the Doorway to ensure that individuals in need find the path to recovery; and
- 2.8.8.2. Coordination may also include the use of the Contractor's Intensive Transition Team that screens individuals per the determinants of health and connects them to community-based services, which ensure smooth care transitions.

2.9. The Contractor shall provide de-escalation interventions within one (1) hour of receiving a request. De-escalation interventions shall include, but not be limited to:

2.9.1. Operating the OUD MCRT crisis response line 24/7:

- 2.9.1.1. Respond to crises face-to-face in the community within one (1) hour, beginning with the initial telephone triage response by the Master's Level Clinician.

2.9.2. Individual-centered recovery which shall include, but not be limited to:

- 2.9.2.1. Intent, empathetic and careful listening while validating, displaying interest and hope to assist the intensity of the moment;
- 2.9.2.2. For individuals known to the Contractor, provide immediate access to the individual's own crisis care plan and strengths along with their personal goals via their Service Plan;
- 2.9.2.3. For individuals new to the Contractor, provide follow-up services which shall include, but not be limited to:
- 2.9.2.3.1. Crisis stabilization;
 - 2.9.2.3.2. Medication management; and
 - 2.9.2.3.3. Benefits assistance.

2.9.3. Peer support:

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- 2.9.3.1. The Contractor shall provide peer support through Peer Recovery Coaches/Certified Recovery Support Workers including, but not limited to:
 - 2.9.3.1.1. Promoting recovery;
 - 2.9.3.1.2. Building upon skills; and
 - 2.9.3.1.3. Offering support.
 - 2.9.4. Evidence based practices (EBP) shall be provided by Master's Level Clinicians who shall offer a wide range of responses to assist the individual in managing the crisis effectively in their natural environment;
 - 2.9.5. Substance use disorder (SUD) treatment:
 - 2.9.5.1. Substance use disorder treatment shall include but not be limited to:
 - 2.9.5.1.1. Utilizing Motivational Interviewing at the time of the crisis and during follow-up visits, when indicated;
 - 2.9.5.1.2. Offering support;
 - 2.9.5.1.3. Offering guidance; and
 - 2.9.5.1.4. Offering transportation to persons wishing to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and any other self-help groups and 12 Step groups.
 - 2.9.6. Medication assisted treatment (MAT):
 - 2.9.6.1. The Contractor shall provide referrals to MAT Stabilization and Maintenance Clinics in combination with the following services which shall include, but not be limited to:
 - 2.9.6.1.1. Substance abuse counseling;
 - 2.9.6.1.2. Group and individual therapy;
 - 2.9.6.1.3. Nursing and psychiatric/co-occurring services; and
 - 2.9.6.1.4. Linkage and coordination to local resources.
 - 2.9.7. Trauma informed care:
 - 2.9.7.1. The Contractor's clinicians will be trained in trauma informed practice to better be able to assess, understand and assist in restructuring the emotional process of the individual experiencing the crisis.

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2.9.8. Support systems:

2.9.8.1. The Contractor's Master's Level Clinicians, Peer Recovery Coaches/Certified Recovery Support Workers shall identify and mobilize supports within the individual's natural environment;

2.9.8.2. Immediate and direct referrals shall be made as needed, which shall include, but not be limited to:

2.9.8.2.1. Substance Use Disorder services;

2.9.8.2.2. Medication Services;

2.9.8.2.3. Crisis bed/apartment referral;

2.9.8.2.4. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available;

2.9.8.2.5. Transportation shall be offered to bring an individual experiencing a OUD crisis to the most supportive and appropriate setting; and

2.9.8.2.6. Transportation shall also be arranged to return the individual to their natural environment after receiving OUD MCRT services;

2.9.9. Intensive treatment team:

2.9.9.1. The Contractor shall provide the individual with access to their Intensive Transition Team which screens individuals per the determinants of health, and connects them to community-based services, ensuring smooth care transitions for up to forty-five (45) days.

2.9.10. Suicide risk assessment:

2.9.10.1. The Contractor's clinicians will screen individuals for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS);

2.9.10.2. Information shall be communicated via the Doorway.

2.10. The Contractor shall provide outreach and education to partners within their region including, but not limited to:

2.10.1. Working closely with emergency rooms and related staff;

2.10.2. Identifying critical community stakeholders with assistance of the Department and planning on-going meetings; and



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- 2.10.3. Training agency staff in OUD Mobile Crisis Services model of care.
- 2.11. The Contractor shall develop partner agreements with law enforcement, emergency medical personnel, schools, including regional universities and Doorways by coordinating the OUD MCRT with existing infrastructure, trainings and weekly provider meetings.
- 2.12. The Contractor shall engage with individuals in their home environments to prevent avoidable hospitalizations or escalation of a crisis by providing mobilized services which include, but are not limited to:
- 2.12.1. On-going risk assessment;
 - 2.12.2. Crisis stabilization;
 - 2.12.3. Mobilization of natural supports;
 - 2.12.4. Solution-focused – brief psychotherapy;
 - 2.12.5. Crisis case management;
 - 2.12.6. Supportive counseling;
 - 2.12.7. Distress tolerance strategies;
 - 2.12.8. Access to medication services; and
 - 2.12.9. Access to recovery beds when necessary.
- 2.13. The Contractor shall respond to individuals who are post-opioid overdose either in the community or at the hospital by providing services which include, but are not limited to:
- 2.13.1. On-site hospital referrals;
 - 2.13.2. Overdose education which shall include, but not be limited to:
 - 2.13.2.1. How to prevent, recognize and respond to an opioid overdose;
 - 2.13.2.2. Promote self-care and active non-pharmacological therapies including, but not limited to:
 - 2.13.2.2.1. Enhancing whole health self-care and lifestyle medication;
 - 2.13.2.2.2. Providing behavioral, mindfulness, and cognitive solution-focused interventions;
 - 2.13.2.2.3. Offering alternative/bridge therapies;
 - 2.13.2.2.4. Optimizing treatment of co-morbidities;
 - 2.13.2.2.5. Providing assessment and connection for MAT; and

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2.13.2.2.6. Using coordinated, team-based approach.

2.13.3. Engagement with the Intensive Transition Team which shall include, but not be limited to:

2.13.3.1. Identify and help connect recently discharged individuals to recovery services for up to forty-five (45) days.

2.14. The Contractor shall provide mobile treatment and recovery support services which shall include, but not be limited to:

2.14.1. Crisis stabilization;

2.14.2. Lethality/level of care assessment;

2.14.3. Emergency psychopharmacology;

2.14.4. Peer recovery coaching/certified recovery support;

2.14.5. Access to MAT;

2.14.6. Temporary bed access;

2.14.7. Case management; and

2.14.8. Urine drug testing.

2.15. The OUD MCRT shall have, at a minimum, peer recovery coaches or certified recovery support workers and a connection to the clinician(s) affiliated with the Doorways or directly through the vendor(s);

2.15.1. The MCRT must have ability to provide community-based face-to-face assessments and interventions for people immediately post-opioid overdose or experiencing an OUD crisis, in order to de-escalate without removing the individuals from their homes and/or community programs, consistent with safety protocols. Crisis response can occur at multiple locations, including but not limited to:

2.15.1.1. In or at the individuals' homes;

2.15.1.2. Other natural environments of residence;

2.15.1.3. Community settings;

2.15.1.4. Outpatient treatment settings;

2.15.1.5. Police stations;

2.15.1.6. Hospital emergency rooms; and

2.15.1.7. In the community.



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- 2.15.2. The MCRT must have ability to respond to an individual's needs onsite, typically within one (1) hour of the request for crisis services, within their proposed region, recognizing that occasionally, reaching individuals in more distant, rural areas of the region may take more than one (1) hour. Response times will be recorded and reviewed as part of the process and detailed information will be gathered during the initial call.
 - 2.15.3. The MCRT must work to stabilize individuals as quickly as practicable and assist them in returning to their pre-crisis level of functioning.
 - 2.15.4. The MCRT must work and coordinate with law enforcement or emergency medical personnel to respond to individuals in an OUD crisis in situations involving law enforcement or emergency medical personnel contact, including developing a partnership agreement with local department(s) within the region.
 - 2.15.5. The MCRT must involve Peer Recovery Coaches or Certified Recovery Support Worker(s) in providing crisis services and supports.
 - 2.15.6. The MCRT must coordinate the individual's connection with their Doorway to ensure assessment of the individual's needs and identifying services and supports necessary to meet the individual's needs.
 - 2.15.7. The MCRT must coordinate all individual data and services with the individual's Doorway to ensure that each individual served has a GPRA interview completed at intake, three (3) months, six (6) months, and at discharge.
 - 2.16. When the individual consents to receiving ongoing care coordination from their Doorway, vendors must ensure transportation is provided for individuals from the site of the crisis to the individual's local Doorway during normal business hours (8am-5pm), and to their home, or other residential setting after stabilization has occurred if between the hours of 5pm-8am. Any staff member providing transportation must have:
 - 2.16.1. A valid driver's license;
 - 2.16.2. A properly inspected vehicle; and
 - 2.16.3. Proof that vehicle is insured.

3. Staffing

- 3.1. The Contractor shall have on staff the following:
 - 3.1.1. One (1) MCRT Director;
 - 3.1.2. One (1) MPD Officer;

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- 3.1.3. One (1) OUD MCRT Coordinator;
 - 3.1.4. One (1) MCRT Assistant Coordinator;
 - 3.1.5. One (1) Intake Clinician;
 - 3.1.6. One (1) Certified Intentional Peer Support Specialist;
 - 3.1.7. Four (4) Certified Recovery Support Workers;
 - 3.1.8. Four (4) Master's Level Clinicians;
 - 3.1.9. One (1) Nurse Practitioner;
 - 3.1.10. One (1) Practice Assistant;
 - 3.1.11. Four (4) MLADC/LADC's Mobile Crisis Response Team Clinicians; and
 - 3.1.12. One (1) OUD Intake Clinician.
 - 3.2. OUD Mobile Crisis Response Team Coordinator as part of the OUD MCRT shall have at a minimum the following qualifications:
 - 3.2.1. Master's degree in a human services field;
 - 3.2.2. Current New Hampshire license or be license eligible;
 - 3.2.3. Valid driver's license;
 - 3.2.4. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage;
 - 3.2.5. Training in crisis intervention, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders; and
 - 3.2.6. Basic computer experience.
 - 3.3. Intake clinician, OUD Mobile Crisis Response Team as part of the OUD MCRT shall have at a minimum, the following qualifications:
 - 3.3.1. Master's degree in a human services field;
 - 3.3.2. At least one (1) year of work in the field of psychiatric/mental health services;
 - 3.3.3. Training in crisis intervention; and
 - 3.3.4. Basic computer experience.
 - 3.4. Peer Support Specialist/Certified Recovery Support Workers as part of the OUD MCRT shall have at a minimum, the following qualifications:
 - 3.4.1. High school diploma or GED;



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- 3.4.2. Work experience and/or college level education in the human services field preferred;
- 3.4.3. Valid current driver's license;
- 3.4.4. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage;
- 3.4.5. Lived experience with a willingness to disclose information about personal recovery and successful management of mental health challenges;
- 3.4.6. Peer support certification through a program that is endorsed by the State of New Hampshire, or a willingness to work toward such certification; and
- 3.4.7. Training in crisis intervention.
- 3.5. MLADC/LADC OUD Mobile Crisis Response Team Clinicians shall have at a minimum, the following qualifications:
 - 3.5.1. Master's degree in human services field;
 - 3.5.2. Master Licensed Alcohol and Drug Counselor or Licensed Alcohol and Drug Counselor;
 - 3.5.3. At least one (1) year of work in the field of psychiatric/mental health services;
 - 3.5.4. Valid current driver's license;
 - 3.5.5. Reliable vehicle with auto insurance at a minimum of \$100,000/\$300,000 coverage;
 - 3.5.6. Training in crisis intervention, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders; and
 - 3.5.7. Basic computer experience.
- 3.6. The Contractor shall have full time and per diem staff, scheduled 24/7, including skilled Master Licensed Alcohol and Drug Counselors/Licensed Alcohol and Drug Counselors (MLADC/LADC);
- 3.7. The Contractor shall have experienced Peer Recovery Coaches/Certified Recovery Support Workers (CRSWs) scheduled per diem 24/7 to be available at a moment's notice to join clinicians in mobile crisis response
 - 3.7.1. At a minimum, the Contractor shall ensure that Peer Recovery Coaches as part of the OUD MCRT have:
 - 3.7.1.1. A high school diploma;
 - 3.7.1.2. Completed training through the Recovery Coach Academy;

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- 3.7.1.3. Sixteen (16) hours of a Department approved Ethics Training;
- 3.7.1.4. Six (6) hours of a Department approved Suicide Prevention Training;
- 3.7.1.5. Six (6) hours of a Department approved training on co-occurring substance use and mental health disorders; and
- 3.7.1.6. Be certified as a Certified Recovery Support Worker (CRSW), when possible.
- 3.8. The Contractor shall have MLADCs/LADCs and CRSWs who function as back-ups for the regularly scheduled clinicians should they need assistance in fulfilling the community's need for OUD MCRT 24/7 schedule;
- 3.9. The Contractor's OUD MRT Coordinator and/or MCRT Director, and/or MCRT Assistant Director, all Master's Level Clinicians, shall be available to assume the role of the MLADCs as necessary to meet community needs;
- 3.10. The Contractor shall utilize tertiary "back-up" staff who are skilled and versed in OUD MCRT work and are employed in other roles within the agency during regular business hours, and elect to do per diem work as needed for the OUD MCR Team off regular business work hours, if needed;
- 3.11. The Contractor shall have 24/7 access to additional support from on-call psychiatrist/APRN and MCRT supervisory staff and Administrator-on-Call as needed for consultation, OUD crisis management/treatment planning, implementation and resolution of any issues and/or concerns that may arise.

4. Project Plan

- 4.1. The Contractor shall develop and submit a final project plan to the Department for approval within ten (10) days of the effective date of the contract. The project plan shall:
 - 4.1.1. Describe the action steps to be taken to ensure OUD MCRT are fully operational within thirty (30) days of the contract effective date, unless an alternative timeline has been approved by the Department; and
 - 4.1.2. Contain the staffing plan that ensures project plan activities are completed on schedule.
- 4.2. The Contractor shall ensure the following activities are completed within thirty (30) days of the contract effective date:
 - 4.2.1. Infrastructure development including, but not limited to:
 - 4.2.1.1. OUD MRCT staffing;

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- 4.2.1.2. Partner workflow development;
- 4.2.1.3. Memorandums of Understanding (MOUs)/Agreements; and
- 4.2.1.4. Community engagement.
- 4.2.2. Systems redesign including, but not limited to:
 - 4.2.2.1. MCRT resource reallocation;
 - 4.2.2.2. Standardized policies & procedures;
 - 4.2.2.3. Workflow design; and
 - 4.2.2.4. Reporting.
- 4.3. The Contractor shall within thirty (30) days of the contract effective date, provide OUD MCRT services including, but not limited to:
 - 4.3.1. Crisis response;
 - 4.3.2. Referral services;
 - 4.3.3. Reporting;
 - 4.3.4. Transitions to care; and
 - 4.3.5. MAT service delivery.
- 4.4. The Contractor shall ensure that staff deliver the core services identified in Section 2 by:
 - 4.4.1. Requiring supervisors to provide supervision to all staff on a minimum of once per month; and
 - 4.4.2. Clinical staff shall participate in group supervision/team meetings which utilize a multidisciplinary approach.

5. Reporting and Deliverable Requirements

- 5.1. The Contractor shall provide monthly reports to the Department, which include de-identified aggregate data, beginning within thirty (30) days of the contract effective date, and submitted on the tenth (10th) day of each month. These monthly reports shall include, but not be limited to:
 - 5.1.1. Diagnoses;
 - 5.1.2. Demographic characteristics;
 - 5.1.3. Substance use;
 - 5.1.4. Number of individuals served and types of services by the mobile crisis team;

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- 5.1.5. Number of individuals served and types of treatment and recovery services provided to s in the community (if applicable)
 - 5.1.6. Types of MAT received, if applicable;
 - 5.1.7. Employment status;
 - 5.1.8. Criminal justice involvement;
 - 5.1.9. Housing status;
 - 5.1.10. Insurance status and carrier of individual who received services;
 - 5.1.11. Date and time of contact;
 - 5.1.12. Location of where service was provided;
 - 5.1.13. Length of time service or services provided;
 - 5.1.14. Whether or not law enforcement was involved;
 - 5.1.15. Whether or not there was emergency medical personnel involvement;
 - 5.1.16. Whether or not services provided beyond the immediate crisis were coordinated with the Doorway(s);
 - 5.1.17. The number of individuals who were referred for ongoing care with their Doorway;
 - 5.1.18. Statistics on aversions from hospitalizations in the regions served;
 - 5.1.19. Outcome of service(s) provided, including hospitalization, Doorway contact, home, emergency room and any other service resulting from the contact;
 - 5.1.20. Response time; and
 - 5.1.21. Referral source, including doorway, law enforcement, or emergency medical personnel.
 - 5.2. Requiring supervisors to provide supervision to all staff on a minimum of once per month.
 - 5.3. The Contractor shall ensure Specific, Measureable, Achievable, Relevant and Timed (SMART) outcomes for OUD MCRT to include, but not limited to:
 - 5.3.1. Contacting three hundred fifty (350) individuals who present with OUD within the first year of operation;
 - 5.3.2. Receiving an average of three hundred fifty (350) referrals per month for individuals who present with OUD (including self-referrals and from community partners);

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- 5.3.3. Answering an average of three hundred forty-five (345) phone calls per month for individuals who present with OUD;
- 5.3.4. Providing one hundred (100) bed days annually for individuals who present with OUD;
- 5.3.5. Providing OUD MCRT response within one (1) hour of request;

6. Performance Measures

- 6.1. The Contractor shall ensure that 100% of individuals served, who enter care directly through the vendor and consent to information sharing with the Doorway, receive a Doorway referral for ongoing care coordination and GPRA data collection.
 - 6.1.1. Maintaining a greater than ninety percent (> 90%) OUD MCRT hospital diversion rate; and
 - 6.1.2. Assessing one hundred percent (100%) of individuals contacted who present with suicidal ideation/behaviors.

7. State Opioid Response (SOR) Grant Standards

- 7.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Doorways for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 7.2. The Contractor shall complete individual referrals to applicable doorways for substance use services within two (2) business days of an individual's admission to the program.
- 7.3. The Contractor shall not receive payment for any invoices for services provided through SOR grant funded initiatives until the Department verifies that the Contractor has completed all required individual referrals; verification of individual referrals shall be completed through the New Hampshire Web Information Technology System (WITS) and through audits of Contractor invoices.
- 7.4. The Contractor shall ensure that only FDA-approved MAT for Opioid Use Disorder (OUD) is utilized. FDA-approved MAT for OUD includes:
 - 7.4.1. Methadone.
 - 7.4.2. Buprenorphine products, including:
 - 7.4.2.1. Single-entity buprenorphine products.
 - 7.4.2.2. Buprenorphine/naloxone tablets.

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- 7.4.2.3. Buprenorphine/naloxone films.
- 7.4.2.4. Buprenorphine/naloxone buccal preparations.
- 7.4.2.5. Long-acting injectable buprenorphine products.
- 7.4.2.6. Buprenorphine implants.
- 7.4.2.7. Injectable extended-release naltrexone.
- 7.5. The Contractor shall only provide medical withdrawal management services to any supported by SOR Grant Funds if the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 7.6. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 7.6.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 7.6.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 7.7. The Contractor shall ensure that individuals receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 7.8. The Contractor shall assist individuals with enrolling in public or private health insurance. If the individual is determined eligible for such coverage.
- 7.9. The Contractor shall accept individuals for MAT and facilitate access to MAT on-site or through referral for all individuals supported with SOR Grant funds, as clinically appropriate.
- 7.10. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for individuals identified as at risk of or with HIV/AIDS.
- 7.11. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



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Exhibit B**

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, Catalog of Federal Domestic Assistance (CFDA) #93.788, and Federal Award Identification Number (FAIN) TI081685.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. 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 item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. 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.
5. 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.
6. 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.
7. Invoices may be mailed to:

SOR Finance Manager
Department of Health and Human Services
BDAS, State Opioid Response
129 Pleasant Street
Concord, NH 03301



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8. The State reserves the right to not process payment for any invoices submitted more than sixty (6) days after the end of the billing month.
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
10. 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.
11. 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.
12. The Contractor shall provide a final budget for State Fiscal Year 2021, no later than March 31, 2020 for Department approval.

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Exhibit B-1
Budget

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

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER

(Type of RFP)

Budget Period: SFY 2019

Line Item	Total Program Cost \$			Contractor Share / Match			Funded by (DHHS) contract share		
	Direct Incremental	Indirect (Fixed)	Total	Direct Incremental	Indirect (Fixed)	Total	Direct Incremental	Indirect (Fixed)	Total
1. Total Salaries/Wages	\$ 478,000.00	\$ 47,000.00	\$ 525,000.00	\$ 80,000.00	\$ 8,000.00	\$ 88,000.00	\$ 130,000.00	\$ 13,000.00	\$ 143,000.00
2. Employee Benefits	\$ 129,450.00	\$ 13,375.00	\$ 142,825.00	\$ 23,750.00	\$ 2,375.00	\$ 26,125.00	\$ 103,700.00	\$ 10,625.00	\$ 114,325.00
3. Consultants									
4. Equipment									
Rental	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 1,850.00	\$ 185.00	\$ 2,035.00	\$ 1,900.00	\$ 190.00	\$ 2,090.00	\$ 350.00	\$ 35.00	\$ 385.00
Purchase/Depreciation	\$ 350.00	\$ 35.00	\$ 385.00				\$ 350.00	\$ 35.00	\$ 385.00
5. Supplies									
Educational	\$ 375.00	\$ 43.00	\$ 418.00	\$ 225.00	\$ 25.00	\$ 250.00	\$ 150.00	\$ 20.00	\$ 170.00
Lab									
Pharmacy	\$ 250.00	\$ 30.00	\$ 280.00				\$ 250.00	\$ 30.00	\$ 280.00
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 2,100.00	\$ 210.00	\$ 2,310.00	\$ 600.00	\$ 60.00	\$ 660.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
7. Occupancy	\$ 3,850.00	\$ 350.00	\$ 4,200.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 2,850.00	\$ 250.00	\$ 3,100.00
8. Current Expenses									
Telephone	\$ 4,250.00	\$ 425.00	\$ 4,675.00	\$ 750.00	\$ 75.00	\$ 825.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Postage	\$ 350.00	\$ 35.00	\$ 385.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 50.00	\$ 5.00	\$ 55.00
Subscriptions									
Audit and Legal	\$ 1,750.00	\$ 180.00	\$ 1,930.00	\$ 750.00	\$ 80.00	\$ 830.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Insurance	\$ 2,250.00	\$ 225.00	\$ 2,475.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,250.00	\$ 125.00	\$ 1,375.00
Board Expenses									
9. Software - EHR	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 700.00	\$ 70.00	\$ 770.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 200.00	\$ 20.00	\$ 220.00
11. Staff Education and Training	\$ 300.00	\$ 30.00	\$ 330.00	\$ 300.00	\$ 30.00	\$ 330.00			
12. Subcontractors/Agreements	\$ 300.00	\$ 30.00	\$ 330.00	\$ 300.00	\$ 30.00	\$ 330.00			
13. Other - MCHP CIP Certification Training	\$ 8,000.00	\$ 750.00	\$ 8,750.00				\$ 8,000.00	\$ 750.00	\$ 8,750.00
13a. Other - MCHP Supplies	\$ 4,300.00	\$ 430.00	\$ 4,730.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
13b. Other - Temporary Crisis Beds	\$ 10,300.00	\$ 930.00	\$ 11,230.00	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ 4,300.00	\$ 380.00	\$ 4,680.00
TOTAL	\$ 643,875.00	\$ 64,065.00	\$ 707,940.00	\$ 128,775.00	\$ 12,877.50	\$ 141,652.50	\$ 514,300.00	\$ 51,222.50	\$ 565,522.50
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

Exhibit B-2
Budget

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

Exhibit/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER

(State of NH)

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 470,700.00	\$ 47,000.00	\$ 517,700.00	\$ 80,000.00	\$ 9,000.00	\$ 89,000.00	\$ 360,700.00	\$ 38,000.00	\$ 418,700.00
2. Employee Benefits	\$ 124,450.00	\$ 12,378.00	\$ 136,828.00	\$ 21,750.00	\$ 2,374.00	\$ 24,124.00	\$ 102,700.00	\$ 10,000.00	\$ 112,700.00
3. Consultants									
4. Equipment									
Rental	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 1,850.00	\$ 185.00	\$ 2,035.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 350.00	\$ 35.00	\$ 385.00
Purchase/Depreciation	\$ 350.00	\$ 35.00	\$ 385.00				\$ 350.00	\$ 35.00	\$ 385.00
5. Supplies									
Educational	\$ 375.00	\$ 45.00	\$ 420.00	\$ 225.00	\$ 25.00	\$ 250.00	\$ 150.00	\$ 20.00	\$ 170.00
Lab									
Pharmacy	\$ 250.00	\$ 30.00	\$ 280.00				\$ 250.00	\$ 30.00	\$ 280.00
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 600.00	\$ 60.00	\$ 660.00	\$ 900.00	\$ 90.00	\$ 990.00
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00				\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 2,100.00	\$ 210.00	\$ 2,310.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ 1,300.00	\$ 130.00	\$ 1,430.00
7. Occupancy	\$ 3,800.00	\$ 380.00	\$ 4,180.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 2,800.00	\$ 280.00	\$ 3,080.00
8. Current Expenses									
Telephone	\$ 4,750.00	\$ 475.00	\$ 5,225.00	\$ 750.00	\$ 75.00	\$ 825.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Postage	\$ 350.00	\$ 35.00	\$ 385.00	\$ 60.00	\$ 6.00	\$ 66.00	\$ 30.00	\$ 3.00	\$ 33.00
Subscriptions									
Audit and Legal	\$ 1,750.00	\$ 180.00	\$ 1,930.00	\$ 750.00	\$ 80.00	\$ 830.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Insurance	\$ 2,750.00	\$ 275.00	\$ 3,025.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,750.00	\$ 170.00	\$ 1,920.00
Board Expenses									
9. Software - EHR	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 700.00	\$ 70.00	\$ 770.00	\$ 300.00	\$ 30.00	\$ 330.00	\$ 400.00	\$ 40.00	\$ 440.00
11. Staff Education and Training	\$ 300.00	\$ 30.00	\$ 330.00	\$ 300.00	\$ 30.00	\$ 330.00	\$ 0.00	\$ 0.00	\$ 0.00
12. Subcontract/Agreements	\$ 300.00	\$ 30.00	\$ 330.00	\$ 300.00	\$ 30.00	\$ 330.00	\$ 0.00	\$ 0.00	\$ 0.00
13. Other - MPO OIP Certification Training	\$ 8,000.00	\$ 750.00	\$ 8,750.00				\$ 6,000.00	\$ 750.00	\$ 6,750.00
13a. Other - MORT Supplies	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
13b. Other - Temporary Crisis Beds	\$ 10,300.00	\$ 900.00	\$ 11,200.00	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ 8,500.00	\$ 780.00	\$ 9,280.00
TOTAL	\$ 643,275.00	\$ 64,083.00	\$ 707,358.00	\$ 128,775.00	\$ 12,844.00	\$ 141,619.00	\$ 514,600.00	\$ 51,239.00	\$ 565,839.00
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the 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 4/30/19

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

[Handwritten Signature]

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New Hampshire Department of Health and Human Services
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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

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

Exhibit C - Special Provisions

Contractor Initials

Date

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules, and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

[Signature]
4/20/19

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, 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)

293 Wilson St., 4th Flr Manchester, Hillsborough County, NH
02103

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

Vendor Name: The Mental Health Center of Greater Manchester

April 30, 2019
Date

WPR
Name: William Rider
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: The Mental Health Center of Greater
Manchester

April 30, 2019
Date


Name: William Rider
Title: President / CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials



04/30/2019

Page 1 of 1

Date 4/30/19

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 1.1.1 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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4/30/19

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

April 30, 2019
Date


Name: William Rader
Title: President ICEO


Date 4/30/19

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

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

Vendor Initials

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9/27/14
Rev. 10/21/14

Page 1 of 2

Date 4/30/19

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

April 30, 2019
Date

William Rider
Name: William Rider
Title: President / CEO

Exhibit G

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

Vendor Initials: WR

6/27/14
Rev. 10/21/14

Page 2 of 2

Date 4/30/19

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: The Mental Health Center of Greater
Manchester

4/30/19

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.

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

Vendor Initials

[Signature]
Date 4/30/19

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Vendor Initials

Date 4/30/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate

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

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

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

WIK

Date 4/30/19

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

Vendor Initials

Date

4/30/19

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I
Health Insurance Portability and Accountability Act
Business Associate Agreement
Page 5 of 6

Vendor Initials

Date 4/20/14

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State

Katya S. Fox
Signature of Authorized Representative

Katya S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/22/19
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

April 30, 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 Mental Health Center of Greater
Manchester

April 30, 2019
Date

William Rider
Name: William Rider
Title: President / CEO

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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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