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Lori A. Shlabinette
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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June 24, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive** contracts with the vendors listed below in an amount not to exceed \$5,675,236 for the provision of Mobile Crisis services and supports in Regions IV and VII, with the option to renew for up to two (2) additional years, effective retroactive to July 1, 2020 upon Governor and Council approval through June 30, 2022. 100% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Riverbend Community Mental Health, Inc.	177192	Region IV (Concord and surrounding towns)	\$2,838,000
The Mental Health Center of Greater Manchester	177184	Region VII (Manchester and surrounding towns)	\$2,837,236
		Total:	\$5,675,236

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, DIV , BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92204117	\$2,837,618
2022	102-500731	Contracts for Prog Svc	92204117	\$2,837,618
			Total	\$5,675,236

EXPLANATION

This request is **Retroactive** because the Department's business operations were disrupted by COVID-19 which led to delays with the planning, development, and posting of the Request for Proposal, and the resulting contracts.

The purpose of this request is to provide mobile crisis services and supports to individuals eighteen (18) years or older in New Hampshire Community Mental Health Regions IV and VII respectively, who are experiencing a mental health crisis. Mobile crisis services and supports include the provision of four (4) single-occupancy community crisis bedrooms (with no more than two (2) bedrooms per crisis apartment), a mobile crisis team and timely and accessible services and supports.

Approximately 9,000 individuals will be served from contract approval to June 30, 2022.

The Division for Behavioral Health is New Hampshire's single state mental health authority. The Division seeks to promote full community inclusion for adults (18 years or older) having severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

As part of New Hampshire's implementation of the Community Mental Health Agreement (Amanda D. Settlement), the Bureau of Mental Health Services has implemented the Mobile Crisis Services and Supports contract for the provision of four (4) community crisis apartments, a mobile crisis team and timely, accessible services and supports to individuals eighteen (18) years and older experiencing a mental health crisis in NH Community Mental Health Region VI.

This agreement calls for the implementation of a mobile crisis team which will provide crisis stabilization and case management services. The agreement also includes the provision of a central phone triage system, where trained clinicians will complete the initial risk assessment to decide the type of services and/or supports the individual may need, and the provision of mobile crisis apartments, which will serve as an alternative to hospitalization and/or institutionalization.

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

- 100% of individuals identified as in need of face-to-face assessment from the mobile crisis team receive an in-home or in-community face-to-face assessment from the mobile crisis team within 60 minutes of calling the mobile crisis telephone triage number.
- 100% of individuals not currently receiving mental health services from a qualified provider prior to contact with the mobile crisis team will be offered follow-up services and then referred to a mental health provider for follow-up services, as appropriate.
- 70% of clients received a post crisis follow up from a peer support specialist within 48 hours of a face-to-face intervention.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 4/27/2020 through 5/29/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals with mental health crises in Regions IV and VII may not receive necessary services which may increase the incidences of hospitalization or institutionalization.

Areas served: Regions IV and VII

Source of Funds: 100 % General Funds

Respectfully submitted,


Lori A. Shabinette
Commissioner



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

Mobile Crisis Services and Supports
for Community Mental Health Regions
IV, VI, and VII

RFP-2021-DBH-04-MOBIL

RFP Name

RFP Number

Bidder Name

1. The Mental Health Center of Greater Manchester
2. Riverbend
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	400	347
	400	346
	400	0
	400	0
	400	0
	400	0
	400	0

Reviewer Names

1. Kerri Swenson, CMHS
Administrator
2. Elizabeth Fenner-Lukaitis, ACS
Coordinator
3. Tiffany Crowell, Nurse
Administrator II
4. Laurie Vachon, Administrator II -
Q&UM
5. Kyra Leonard, Administrator III
6.
7.
8.
9.


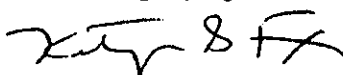
Subject: Mobile Crisis Services and Supports (RFP-2021-DBH-04-MOBIL-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032 278 Pleasant Street Concord, NH 03302-2032	
1.5 Contractor Phone Number (603) 226-7505	1.6 Account Number 05-095-092-922010-41170000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,838,000.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/17/20		1.12 Name and Title of Contractor Signatory Ari Mathieu Interim CFO	
1.13 State Agency Signature  Date: 6/17/20		1.14 Name and Title of State Agency Signatory Kathryn S. Fox, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/18/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

8.2.3 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this Agreement to individuals, ages 18 or older, who are experiencing a mental health crisis.
- 1.2. The Contractor shall ensure services are available in the New Hampshire Community Mental Health Region IV (see Exhibit B-1).
- 1.3. The Department reserves the right to amend this Agreement based on the implementation of a statewide Mobile Crisis Response Team (MCRT) model as called for in House Bill 4, signed by the Governor on September 26, 2019.
- 1.4. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.5. The Contractor shall provide a designated central phone triage system and have a qualified Mobile Crisis team that is available 24 hours per day, seven (7) days per week in order to avoid unnecessary hospitalization, incarceration or institutionalization of individuals who are experiencing a mental health crisis, which includes, but is not limited to:
 - 1.5.1. A central phone triage system by a Master's-level clinician.
 - 1.5.2. The use of a standardized phone triage screening tool in order to determine an individual's safety needs and need for further risk assessment.
 - 1.5.3. Community-based face-to-face assessments and interventions shall occur within 1 (one) hour of the request. Face-to-face assessments shall include:
 - 1.5.3.1. A lethality assessment including but not limited to:
 - 1.5.3.1.1. Obtaining a client's mental health history,
 - 1.5.3.1.2. Understanding the client's presenting symptoms,
 - 1.5.3.1.3. Conducting a mental status exam,
 - 1.5.3.1.4. Analyzing risk and protective factors,
 - 1.5.3.1.5. Evaluating natural and treatment supports,
 - 1.5.3.1.6. Identifying current coping strategies, and
 - 1.5.3.1.7. Counseling on Access to Lethal Means (CALM)
 - 1.5.3.2. Developing a mutually agreed upon individualized safety plan and care disposition plan which may or may not include crisis apartments.

CMH

6/17/2020

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports
EXHIBIT B



- 1.5.3.3. Identification of the services and supports that are necessary to meet the individual's needs and assistance in accessing those supports.
- 1.5.3.4. Responses to residences require a two (2) person response, for safety purposes and may occur at multiple locations including, but not limited to:
 - 1.5.3.4.1. In or at the individual's home.
 - 1.5.3.4.2. Other natural environments of residence.
 - 1.5.3.4.3. Community settings.
 - 1.5.3.4.4. Outpatient mental health settings.
 - 1.5.3.4.5. Crisis apartments.
 - 1.5.3.4.6. Police stations.
- 1.5.3.5. There shall be a no-refusal policy upon triage; all requests for mobile response shall be assessed and responded to regardless of the individual's co-presenting issues including, but not limited to, substance use.
 - 1.5.3.5.1. In the event that a mobile intervention is not provided, clinical rationale, with administrative support for the decision, must be clearly documented.
- 1.5.3.6. Responses to safe, staffed sites, including, but not limited to schools, jails, and emergency departments (ED), may be responded to by one (1) responder.
- 1.5.4. Coordination with law enforcement personnel as a dual response is required to respond to individuals in mental health crisis in specific situations in which there is a clearly defined safety concern or when active rescue is required.
 - 1.5.4.1. Within 30 days of approval of this Agreement by the Governor and Council, the Contractor shall provide a description of protocols for engaging law enforcement to ensure a strong bi-directional partnership.
- 1.5.5. Involvement of peer support specialist(s) in providing crisis services and supports including the ability to facilitate referrals and/or warm hand offs for post crisis support services and to provide a follow up contact within 48 hours post crisis for all face-to-face interventions.
- 1.5.6. Provision of services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports
EXHIBIT B



- 1.5.7. Providing crisis response services through short-term, trauma informed approaches with a Master's level clinician which may include, but is not limited to:
 - 1.5.7.1. Cognitive Behavior Therapy (CBT),
 - 1.5.7.2. Dialectical Behavior Therapy (DBT),
 - 1.5.7.3. Solution-focused therapy, and
 - 1.5.7.4. Developing concrete Discharge Plans.
- 1.6. The Contractor shall provide coverage when there are multiple concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the community's fluctuating needs for mobile mental health crisis response.
- 1.7. The Contractor must provide a minimum of four (4) community crisis apartment beds (with no more than two (2) beds per crisis apartment), which serve as an alternate to hospitalization and/or institutionalization.
 - 1.7.1. All crisis apartment beds must be certified under New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences, and include:
 - 1.7.1.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;
 - 1.7.1.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms);
 - 1.7.1.3. Storage space for each individual's clothing and personal possessions;
 - 1.7.1.4. Accommodations for the nutritional needs of an individual; and
 - 1.7.1.5. At least one (1) telephone for incoming and outgoing calls.
 - 1.7.2. The Contractor shall:
 - 1.7.2.1. Conduct ongoing safety assessments.
 - 1.7.2.2. Assist with determining individual coping strengths in order to develop a recovery plan.
 - 1.7.2.3. Coordinate and provide referrals for psychiatric, social services, substance use and medical aftercare.
 - 1.7.2.4. Limit an individual's stay at a crisis apartment to a maximum of seven (7) days, unless the Contractor requests and receives written approval from the Department for an extension of the stay.
 - 1.7.2.5. Provide transportation for individuals from the site of the crisis to the apartment to their home or other residential setting after stabilization has occurred. Any staff member providing transportation must have:

**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports**

EXHIBIT B



- 1.7.2.5.1. A valid driver's license;
- 1.7.2.5.2. A properly inspected vehicle; and
- 1.7.2.5.3. Proof that vehicle is insured with at least a minimum coverage of:
 - 1.7.2.5.3.1. \$100,000 bodily injury coverage per individual.
 - 1.7.2.5.3.2. \$300,000 bodily injury coverage per accident.
- 1.7.2.6. Provide a list of discharge criteria from the crisis apartments, as well as related policies and procedures regarding the apartment beds within 30 days of the Effective Date of this Contract.
- 1.7.2.7. Ensure Peer Support Specialists engage clients through methods including, but not limited to Intentional Peer Support (IPS).
- 1.8. The Contractor shall provide education and outreach activities with the local community and institutional stakeholders to promote appropriate referrals to, and utilization of, crisis team resources. The Contractor shall ensure the community is aware of and is able to access their mobile crisis services and supports through an outreach and educational plan which includes, but is not limited to:
 - 1.8.1. A monthly eNewsletter distributed to the community where the Contractor's crisis line and Mobile Crisis Response Teams (MCRT) are highlighted.
 - 1.8.2. A semiannual 'town hall meeting' for all employees where a variety of programs are featured.
 - 1.8.3. A website, which prominently features the crisis number and contains links with information about MCRT.
 - 1.8.4. An annual report which is widely distributed to the community and includes information about MCRT.
 - 1.8.5. All employee business and appointment cards include the Contractor's Crisis Line as a prominent feature.
 - 1.8.6. Attendance on WKXL's weekly radio show.
 - 1.8.7. Advertisements in the Concord Monitor.
 - 1.8.8. Direct communications with partners.
 - 1.8.9. Presentations to community stakeholders.
 - 1.8.10. A plan for formal collaborative agreements with regional stakeholders, including, but not limited to: peer support agencies, CMHCs, hospitals, local law enforcement and other first responders, to ensure effective coordination with and delivery of mobile crisis services.

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- 1.8.11. Distribution of educational literature to all Contractor locations, all Integrated Delivery Network partners, private counseling practices, and first responders in the region. Educational literature includes, but is not limited to:
 - 1.8.11.1. Rack cards.
 - 1.8.11.2. Flyers.
 - 1.8.11.3. Posters.
- 1.9. The Contractor shall develop and maintain a plan for formal collaborative agreements with regional stakeholders to ensure effective regional coverage, collaboration, and relationship strengthening with local agencies which include, but are not limited to:
 - 1.9.1. Regional Hospitals.
 - 1.9.2. Local Peer Support.
 - 1.9.3. Local substance use disorder services.
 - 1.9.4. National Alliance on Mental Illness New Hampshire (NAMI NH).
 - 1.9.5. Local police departments.
 - 1.9.6. Local first responders.
 - 1.9.7. Local primary care offices.
- 1.10. The Contractor shall change existing patterns of hospital ED use for crisis response in the Region, as well as collaborate with local emergency services teams, by:
 - 1.10.1. Meeting regularly with local police and first responders to discuss their interface, procedures, and collaborations to understand each other's challenges and to improve outcomes for people in the greater-Concord community.
 - 1.10.2. Educating partners, clients and families about all diversionary services available, by encouraging early intervention, and by providing timely, competent crisis response.
 - 1.10.3. Maintaining and developing relationships with Concord, New London, and Franklin Hospitals in order to reduce Emergency Department (ED) use.

2. Staffing

- 2.1. The Contractor shall operate each crisis apartment with sufficient clinical support and oversight, as well as peer staffing, 24 hours per day, seven (7) days per week to prevent unnecessary institutionalization. Staff will consist of:
 - 2.1.1. One (1) Master level clinician/nurse clinician onsite.
 - 2.1.2. One (1) Peer support specialist onsite.

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- 2.1.3. One (1) Psychiatrist/APRN on-call.
- 2.2. The Contractor shall ensure the Mobile Crisis Response Team (MCRT) and staff operating the crisis apartment have the necessary qualifications.
 - 2.2.1. At a minimum, clinicians must have:
 - 2.2.1.1. A Master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling;
 - 2.2.1.2. Training in crisis intervention services, risk management, assessment of suicide potential, trauma informed care and integrated treatment for co-occurring disorders; and
 - 2.2.1.3. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
 - 2.2.2. At a minimum, peer support specialists must have:
 - 2.2.2.1. A high school diploma;
 - 2.2.2.2. Certification as a peer support specialist;
 - 2.2.2.3. Training in crisis intervention; and
 - 2.2.2.4. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
 - 2.2.3. At a minimum, the on-call Psychiatrist/APRN must:
 - 2.2.3.1. Be board certified in Psychiatry.
- 2.3. The Contractor shall ensure all potential staff provide the following documentation:
 - 2.3.1. A minimum of two (2) references;
 - 2.3.2. BEAS State Registry Consent Form;
 - 2.3.3. Central Registry Name Search Authorization; and
 - 2.3.4. Criminal Record Release Authorization Form - General.
- 2.4. The Contractor shall ensure, prior to an offer of employment, the forms in Subsection 2.3 are processed through the appropriate State departments to ensure that the person has no history of:
 - 2.4.1. A felony conviction; or
 - 2.4.2. Any misdemeanor conviction involving:
 - 2.4.2.1. Physical or sexual assault;
 - 2.4.2.2. Violence;
 - 2.4.2.3. Exploitation;
 - 2.4.2.4. Child pornography;

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- 2.4.2.5. Threatening or reckless conduct;
 - 2.4.2.6. Theft;
 - 2.4.2.7. Driving under the influence of drugs or alcohol; or
 - 2.4.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 2.5. The Contractor shall ensure results from the forms identified in Subsection 2.3 are kept on file and available to the Department upon request.

3. Exhibits Incorporated

- 3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting Requirements

- 4.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, within 60 days of having mobile crisis services and supports in place, which include, but are not limited to:
 - 4.1.1. Number of unique individuals who received services;
 - 4.1.2. Nature and number of calls received including, but not limited to: reporting an individual in crisis; inquiring about mobile crisis services; community stakeholder collaboration (not related to individual crisis); follow-up call from individual served; additional occurrence of individual in crisis within past thirty days, and contact in error.
 - 4.1.3. Overall number of:
 - 4.1.3.1. Deescalated calls;
 - 4.1.3.2. Diversions from hospitalizations;
 - 4.1.3.3. Clients with LEP or that required interpretation services;
 - 4.1.3.4. Warm hand-offs to peer support specialists; and
 - 4.1.3.5. Callers who were not current mental health service recipients prior to contact with the Mobile Crisis Response Team (MCRT).



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- 4.1.3.6. Repeat callers with the same presenting purpose for calling.
- 4.1.4. For individuals who receive services from the MCRT:
 - 4.1.4.1. Insurance carrier of individual;
 - 4.1.4.2. Date and time of contacts;
 - 4.1.4.3. Record of presenting problem for the individual experiencing a crisis including, but not limited to;
 - 4.1.4.3.1. Suicidal ideation,
 - 4.1.4.3.2. Homicidal ideation,
 - 4.1.4.3.3. Increased mental health symptoms such as increased psychosis, mania, or anxiety, and
 - 4.1.4.3.4. Other (Provide reason);
 - 4.1.4.4. Services provided;
 - 4.1.4.5. Location where service was provided;
 - 4.1.4.6. Length of time service or services provided;
 - 4.1.4.7. Was law enforcement involved for safety reasons;
 - 4.1.4.8. Was law enforcement involved for other reasons;
 - 4.1.4.9. Was there follow up with the individual by a peer support specialist within 48 hours post face-to-face intervention;
 - 4.1.4.10. Referral for ongoing mental health services following the immediate crisis was provided;
 - 4.1.4.11. Outcome of service provided. Examples include, but are not limited to hospitalization, crisis apartment, home, and emergency room;
 - 4.1.4.12. Response time; and
 - 4.1.4.13. Referral source. Examples include, but are not limited to CMHC, ED, law enforcement, and individual/family.
- 4.2. The Contractor shall submit the reports required in Subsection 4.1 through the Department's Phoenix system within six (6) months of contract approval by the Governor and Executive Council, unless otherwise instructed on a temporary basis by the Department designee.
 - 4.2.1. The parties agree that quantifying losses arising from the Contractor's failure to use the Phoenix System would be difficult insofar as such failure may impact the ability to obtain timely data for reporting related to the Community Mental Health Agreement (CMHA) and timely service use comparisons to other Mobile Crisis Response Teams.



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- 4.2.2. If the Contractor fails to implement and maintain use of the Phoenix System within six (6) months of contract Effective Date, for each following month liquidated damages in the amount of \$1,000 will be deducted from any money due to the Contractor. Should the amount of money otherwise due to the Contractor be less than the amount of such liquidated damages, the Contractor shall be liable to the Department for such deficiency.
- 4.2.3. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Department's harm caused by the Contractor's failure to use the Phoenix System would be impossible or very difficult to accurately estimate for this Contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from the Contractor's breach under this provision.
- 4.2.4. Based upon the parties' experience, the importance of the use of the Phoenix system under this Contract is standardization of a data source used by the other Community Mental Health Centers, and timely access to data requests for, but not limited to, the CMHA, and other inquiries.
- 4.2.5. The parties agree that liquidated damages are for the lack of timeliness and standardization, and for reimbursing the Department the cost of increased personnel time in order to manually collect, analyze and report data points. The increased time required inhibits the ability to engage in alternate projects and may results in payment of overtime and/or comp time for this additional work. Additionally, the Department risks a further citation under the CHMA for delays in reporting data.

5. Performance Measures

- 5.1. The Contractor shall meet Department performance measures so that individuals experiencing a mental health crisis in their home or community will receive appropriate crisis services and supports by ensuring:
 - 5.1.1. 100% of individuals identified as in need of face-to-face assessment from the mobile crisis team receive an in-home or in-community face-to-face assessment from the mobile crisis team within 60 minutes of calling the mobile crisis telephone triage number.
 - 5.1.2. 100% of individuals not currently receiving mental health services from a qualified provider prior to contact with the mobile crisis team will be offered follow-up services and then referred to a mental health provider for follow-up services, as appropriate.
 - 5.1.3. 70% of clients received a post crisis follow up from a peer support specialist within 48 hours of a face-to-face intervention.
- 5.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery

EXHIBIT B



and policy based on successful outcomes.

- 5.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 5.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

- 6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.2. Culturally and Linguistically Appropriate Services (CLAS)

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

6.3. Credits and Copyright Ownership

- 6.3.1. 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, "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."
- 6.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.

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6.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. 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.

7. Records

7.1. The Contractor shall keep records that include, but are not limited to:

7.1.1. Books, records, documents and other electronic or physical 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.

7.1.2. All records must 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.

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

7.1.4. Medical records on each patient/recipient of services.

7.2. 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

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports

EXHIBIT B



records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. 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.

Exhibit B-1

NH Mental Health Geographic Region VI

Region IV Communities Served

Allenstown	Danbury	Hopkinton	Salisbury
Andover	Deering	Loudon	Sutton
Boscawen	Dunbarton	New London	Warner
Bow	Epsom	Newbury	Weare
Bradford	Franklin	Northfield	Webster
Canterbury	Henniker	Pembroke	Wilmot
Chichester	Hill	Penacook	Windsor
Concord	Hillsboro	Pittsfield	



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds.
2. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 2.1. For Medicaid enrolled individuals, through the DHHS Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at www.NHMMIS.NH.gov.
 - 2.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 2.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 2.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1 and C-2 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access funds provided through this Agreement.
 - 2.4.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
 - 2.4.1.1. First and last name of client.
 - 2.4.1.2. Date of birth.
 - 2.4.1.3. Medicaid ID number.
 - 2.4.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.
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 Exhibits C-1, Budget through Exhibit C-2, Budget.
4. 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.
 - 4.1. Law enforcement is not an authorized expense.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed DHHS.DBHInvoicesMHS@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager - Tanja Godtfredsen
Department of Health and Human Services

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports



EXHIBIT C

129 Pleasant Street
Concord, NH 03301

6. 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 B, Scope of Services.
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 17 of the General Provisions Form 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.

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

- 12.1.1. 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.
- 12.1.2. 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.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. 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,

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EXHIBIT C

Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 12.3. 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.
- 12.4. 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.

New Hampshire Department of Health and Human Services

Bidder Name: Riverbend Community Mental Health, Inc.

Budget Request for: Mobile Crisis Services and Supports
RFP-2021-DBH-04-MOBIL

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$1,345,438	\$134,544	\$1,479,982	\$337,525	\$33,753	\$371,278	\$1,007,913	\$100,791	\$1,108,704
2. Employee Benefits	\$225,518	\$22,552	\$248,070	\$56,575	\$5,657	\$62,232	\$168,943	\$16,894	\$185,837
3. Consultants	\$6,913	\$691	\$7,604	\$1,734	\$173	\$1,908	\$5,179	\$518	\$5,697
4. Equipment:									
Rental									
Repair and Maintenance	\$900	\$90	\$990	\$226	\$23	\$248	\$674	\$67	\$742
Purchase/Depreciation	\$6,081	\$608	\$6,689	\$1,526	\$153	\$1,678	\$4,555	\$456	\$5,011
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical	\$2,821	\$282	\$3,103	\$708	\$71	\$778	\$2,113	\$211	\$2,325
Office	\$21,977	\$2,198	\$24,175	\$5,513	\$551	\$6,065	\$16,464	\$1,646	\$18,110
6. Travel	\$8,308	\$831	\$9,140	\$2,084	\$208	\$2,293	\$6,225	\$622	\$6,847
7. Occupancy	\$38,379	\$3,838	\$42,217	\$9,628	\$963	\$10,591	\$28,751	\$2,875	\$31,626
8. Current Expenses									
Telephone	\$20,550	\$2,055	\$22,605	\$5,155	\$516	\$5,671	\$15,395	\$1,539	\$16,934
Postage	\$802	\$80	\$882	\$201	\$20	\$221	\$601	\$60	\$661
Subscriptions	\$809	\$81	\$890	\$203	\$20	\$223	\$606	\$61	\$667
Audit and Legal									
Insurance	\$21,338	\$2,134	\$23,472	\$5,353	\$535	\$5,888	\$15,985	\$1,599	\$17,584
Food	\$1,395	\$140	\$1,535	\$350	\$35	\$385	\$1,045	\$105	\$1,150
9. Software	\$14,749	\$1,475	\$16,224	\$3,700	\$370	\$4,070	\$11,049	\$1,105	\$12,154
10. Marketing/Communications	\$3,342	\$334	\$3,676	\$838	\$84	\$922	\$2,504	\$250	\$2,754
11. Staff Education and Training	\$2,668	\$267	\$2,935	\$669	\$67	\$736	\$1,999	\$200	\$2,199
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	\$1,721,983	\$172,199	\$1,894,182	\$431,985	\$43,199	\$475,183	\$1,290,000	\$129,000	\$1,419,000

Indirect As A Percent of Direct

10.0%

10.0%

10.0%

Exhibit C-2

New Hampshire Department of Health and Human Services

Bidder Name: Riverbend Community Mental Health, Inc.

Budget Request for: Mobile Crisis Services and Supports
RFP-2021-DBH-04-MOBIL

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$1,345,438	\$134,544	\$1,479,982	\$337,424	\$33,753	\$371,278	\$1,007,813	\$100,791	\$1,108,704
2. Employee Benefits	\$225,518	\$22,552	\$248,070	\$56,575	\$5,657	\$62,232	\$168,943	\$16,894	\$185,837
3. Consultants	\$6,813	\$691	\$7,604	\$1,734	\$173	\$1,908	\$5,179	\$518	\$5,697
4. Equipment:									
Rental									
Repair and Maintenance	\$900	\$90	\$990	\$226	\$23	\$248	\$674	\$67	\$742
Purchase/Depreciation	\$6,081	\$608	\$6,689	\$1,526	\$153	\$1,678	\$4,555	\$456	\$5,011
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical	\$2,821	\$282	\$3,103	\$708	\$71	\$778	\$2,113	\$211	\$2,325
Office	\$21,977	\$2,198	\$24,175	\$5,513	\$551	\$6,065	\$16,464	\$1,646	\$18,110
6. Travel	\$8,309	\$831	\$9,140	\$2,084	\$208	\$2,293	\$6,225	\$622	\$6,847
7. Occupancy	\$38,379	\$3,838	\$42,217	\$9,628	\$963	\$10,591	\$28,751	\$2,875	\$31,626
8. Current Expenses									
Telephone	\$20,550	\$2,055	\$22,605	\$5,155	\$516	\$5,671	\$15,395	\$1,539	\$16,934
Postage	\$902	\$90	\$982	\$201	\$20	\$221	\$601	\$60	\$661
Subscriptions	\$809	\$81	\$890	\$203	\$20	\$223	\$606	\$61	\$667
Audit and Legal									
Insurance	\$21,338	\$2,134	\$23,472	\$5,363	\$535	\$5,898	\$15,985	\$1,599	\$17,584
Food	\$1,395	\$140	\$1,535	\$350	\$35	\$385	\$1,045	\$105	\$1,150
9. Software	\$14,749	\$1,475	\$16,224	\$3,700	\$370	\$4,070	\$11,049	\$1,105	\$12,154
10. Marketing/Communications	\$3,342	\$334	\$3,676	\$838	\$84	\$922	\$2,504	\$250	\$2,754
11. Staff Education and Training	\$2,668	\$267	\$2,935	\$669	\$67	\$736	\$1,999	\$200	\$2,199
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	\$1,721,955	\$172,195	\$1,894,150	\$431,955	\$43,195	\$475,150	\$1,290,000	\$129,000	\$1,419,000
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

Riverbend
RFP-2021-DBH-04-MOBI-01
Exhibit C-2
Page 1 of 1

Contractor Initials

Date 6/17/2020



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: Riverbend Community
Mental Health, Inc

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO



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: Riverbend Community Mental Health, Inc.

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Riverbend Community Mental Health, Inc.

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO



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

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

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

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

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

Exhibit G

Vendor Initials

MM

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

0/27/14

Rev. 10/21/14

Page 1 of 2

Date

6/17/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Riverbend Community
Mental Health, Inc.

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO

Exhibit G

Vendor Initials

AM

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Riverbend community mental Health, Inc.

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO



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.



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

AM



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



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



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.

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.

Date 6/17/2020



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

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

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

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

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

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

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

Vendor Name: Riverbend Community Mental
Health, Inc.

6/17/2020
Date

Aki Mathieu
Name: Aki Mathieu
Title: Interim CFO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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6/17/2020

State of New Hampshire

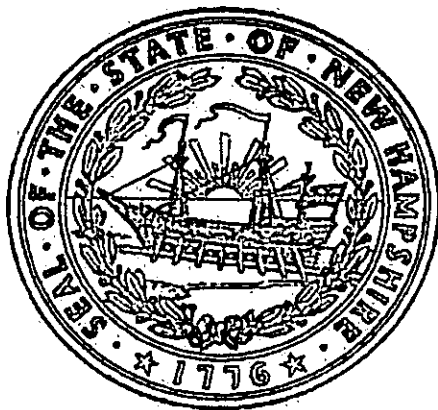
Department of State

CERTIFICATE

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

Business ID: 62509

Certificate Number: 0004885005



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 27, 2020.

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

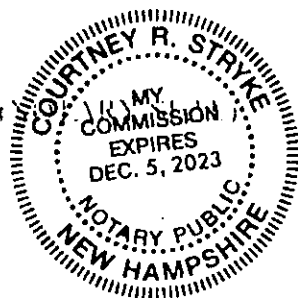
3. The forgoing resolution has not been amended or revoked, and remain in full force and effect as of the 17th day of JUNE, 2020.
4. Aki Mathieu is duly elected Interim CFO & Treasurer of the Corporation.

Andrea D Beaudoin
Signature of Assistant Secretary

State of New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 17th day of June, 2019
by Andrea D. Beaudoin.



[Signature]
(Notary Public/Justice of the Peace)

Commission Expires: 12/5/2023

Client#: 1364844

RIVERCOM12

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2042932	10/01/2019	10/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2042929	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K		PHUB695250	10/01/2019	10/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HCHS20200000230 HCHS20200000228	02/01/2020 02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability		PHPK2042932	10/01/2019	10/01/2020	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

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

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Mission

We care for the mental health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2019

Riverbend Community Mental Health, Inc.
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 17 through 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Effect of Adopting New Accounting Standard

As discussed in Note 16 to the financial statements, the Organization conformed to ASU 2016-14, change in accounting principal. The change was adopted retroactively. Our opinion is not modified with respect to that matter.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 18, 2019, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Brannagan + Sargent

St. Albans, Vermont
September 18, 2019

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

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,392,018	\$ 2,926,405
Client service fees receivable, net	1,929,981	1,221,980
Other receivables	1,430,081	501,028
Investments	7,718,954	7,580,984
Prepaid expenses	107,016	89,261
Tenant security deposits	26,286	23,836
TOTAL CURRENT ASSETS	<u>13,604,316</u>	<u>12,343,474</u>
 PROPERTY & EQUIPMENT, NET	 <u>12,344,584</u>	 <u>10,441,620</u>
 OTHER ASSETS		
Interest rate swap	-	50,135
Investment in Behavioral Information Systems	105,125	101,340
TOTAL OTHER ASSETS	<u>105,125</u>	<u>151,475</u>
 TOTAL ASSETS	 <u>\$ 26,054,025</u>	 <u>\$ 22,936,569</u>
 <u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 314,218	\$ 281,650
Accrued expenses	1,148,220	566,806
Tenant security deposits	26,286	23,961
Accrued compensated absences	766,213	723,251
Current portion of long-term debt	229,808	200,000
Deferred revenue	27,362	68,170
TOTAL CURRENT LIABILITIES	<u>2,512,107</u>	<u>1,863,838</u>
 LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,505,192	6,535,000
Unamortized debt issuance costs	(248,865)	(274,759)
Long-term debt, net of unamortized debt issuance costs	<u>7,256,327</u>	<u>6,260,241</u>
 Interest rate swap liability	 155,125	 -
TOTAL LONG-TERM LIABILITIES	<u>7,411,452</u>	<u>6,260,241</u>
 NET ASSETS		
Net Assets without donor restrictions	13,441,914	12,050,820
Net Assets with donor restrictions	2,688,552	2,761,670
TOTAL NET ASSETS	<u>16,130,466</u>	<u>14,812,490</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 26,054,025</u>	 <u>\$ 22,936,569</u>

See Accompanying Notes to Financial Statements.

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

	2019			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2018
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	\$ 1,669,950	\$ -	\$ 1,669,950	\$ 809,347
State of New Hampshire – BBH	1,416,132	3,260	1,418,392	1,598,678
In-kind donations	170,784	-	170,784	170,784
Contributions	158,523	-	158,523	104,724
Other	740,599	-	740,599	789,533
Total Public Support	<u>4,154,988</u>	<u>3,260</u>	<u>4,158,248</u>	<u>3,273,064</u>
Revenues -				
Client service fees, net of provision for bad debts	23,739,832	-	23,739,832	20,872,012
Other	5,396,063	-	5,396,063	4,778,125
Net assets released from restrictions	96,431	(96,431)	-	-
Total Revenues	<u>29,232,326</u>	<u>(96,431)</u>	<u>29,135,895</u>	<u>25,650,137</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>33,387,314</u>	<u>(93,171)</u>	<u>33,294,143</u>	<u>28,923,201</u>
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,412,364	-	5,412,364	5,361,920
Emergency services	984,337	-	984,337	1,038,643
Behavioral Crisis Treatment Ctr	319,996	-	319,996	-
ACT Team	1,662,062	-	1,662,062	1,562,392
Outpatient - Concord	5,219,641	-	5,219,641	4,369,800
Outpatient - Franklin	2,371,863	-	2,371,863	2,021,989
Multi-Service Team - Community Support Program	6,311,882	-	6,311,882	5,610,044
Mobile Crisis Team	2,259,419	-	2,259,419	2,224,997
Community Residence - Twitchell	995,823	-	995,823	954,765
Community Residence - Fellowship	539,079	-	539,079	586,760
Restorative Partial Hospital	554,519	-	554,519	601,282
Supportive Living - Community	1,441,949	-	1,441,949	1,363,857
Other Non-BBH	3,811,589	-	3,811,589	3,073,506
Administrative	35,308	-	35,308	(51,885)
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>31,919,811</u>	<u>-</u>	<u>31,919,811</u>	<u>28,716,070</u>
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	<u>1,467,503</u>	<u>(93,171)</u>	<u>1,374,332</u>	<u>207,131</u>
OTHER INCOME (EXPENSE)				
Loss on Extinguishment of Debt	-	-	-	(138,302)
Investment Income	128,851	20,053	148,904	275,333
TOTAL OTHER INCOME	<u>128,851</u>	<u>20,053</u>	<u>148,904</u>	<u>137,031</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	<u>1,596,354</u>	<u>(73,118)</u>	<u>1,523,236</u>	<u>344,162</u>
NET ASSETS, BEGINNING OF YEAR	<u>12,050,820</u>	<u>2,761,670</u>	<u>14,812,490</u>	<u>14,300,555</u>
Change in fair value of interest rate swap	<u>(205,260)</u>	<u>-</u>	<u>(205,260)</u>	<u>176,773</u>
NET ASSETS, END OF YEAR	<u>\$ 13,441,914</u>	<u>\$ 2,688,552</u>	<u>\$ 16,130,466</u>	<u>\$ 14,821,490</u>

See Accompanying Notes to Financial Statements.

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

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 1,523,236	\$ 344,162
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	986,676	878,768
Unrealized (gain) loss on investments	58,896	(100,619)
Loss on disposal of fixed assets	3,422	-
Loss on extinguishment of debt	-	138,302
Changes in:		
Client service fee receivables	(708,001)	(150,415)
Other receivables	(929,033)	154,974
Prepaid expenses	(17,755)	37,483
Tenant security deposits	(125)	125
Accounts payable and accrued expenses	656,944	260,187
Deferred revenue	(40,808)	5,812
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,533,452</u>	<u>1,568,779</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,667,168)	(811,994)
Investment activity, net	(200,671)	(46,930)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(1,867,839)</u>	<u>(858,924)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Debt issuance cost	-	(30,078)
Principal payments on long-term debt	(200,000)	(215,981)
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(200,000)</u>	<u>(246,059)</u>
NET INCREASE (DECREASE) IN CASH	(534,387)	463,796
CASH AT BEGINNING OF YEAR	<u>2,926,405</u>	<u>2,462,609</u>
CASH AT END OF YEAR	<u>\$ 2,392,018</u>	<u>\$ 2,926,405</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	\$ 215,104	\$ 286,387
Fixed assets acquired through issuance of long-term debt	\$ 1,200,000	\$ -

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

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

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2016, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

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

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

Basis of Presentation

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

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

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Estimates

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

Property

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

Depreciation

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

Grants

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

Vacation Pay and Fringe Benefits

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

In-Kind Donations

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

Revenue

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

Accounts Receivable

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

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

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$2,133,843 and \$1,383,510 as of June 30, 2019 and 2018, respectively. The allowance for doubtful accounts represents 53% of total accounts receivable as of June 30, 2019 and 2018, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2019 totaled \$23,739,832, of which \$23,270,551 was revenue from third-party payors and \$469,281 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellness

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

State of New Hampshire

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

Concord Hospital

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

Approximately 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

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

Advertising

Advertising costs are expensed as incurred. Total costs were \$168,402 and \$103,965 at June 30, 2019 and 2018, respectively.

New Accounting Pronouncement:

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

NOTE 2 CASH

At June 30, 2019 and 2018, the carrying amount of cash deposits was \$2,418,304 and \$2,950,241 and the bank balance was \$2,578,539 and \$3,017,642. Of the bank balance, \$631,957 and \$1,050,649 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$1,946,453 and \$1,966,993 was offset by debt, and the remaining \$129 and \$-0- is uninsured.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2019</u>	<u>2018</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$1,386,938	\$ 937,441
Receivable from insurance companies	643,200	387,198
Medicaid receivable	1,672,318	1,089,321
Medicare receivable	355,388	191,871
Housing fees	6,080	(341)
	<u>4,063,924</u>	<u>2,605,490</u>
Allowance for doubtful accounts	<u>(2,133,943)</u>	<u>(1,383,510)</u>
	<u>\$1,929,981</u>	<u>\$1,221,980</u>
	<u>2019</u>	<u>2018</u>
ACCOUNTS RECEIVABLE - OTHER		
Merrimack County Drug Court	\$ 125,244	\$ 146,425
Concord Hospital	560,969	131,690
Federal Grant	556,152	99,216
Behavioral Information System - BIS	58,910	40,131
Beacon Health Options - MCO	76,081	32,836
Due from Penacook Assisted Living Facility	23,104	13,761
Other	<u>29,601</u>	<u>36,969</u>
	<u>\$1,430,061</u>	<u>\$ 501,028</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2019</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 104,999	\$ -	\$ 104,999
Corporate Bonds	636,487	(17,410)	619,077
Exchange Traded Funds	4,323,234	414,084	4,737,318
Equities	115,144	(7,966)	107,178
Mutual Funds	<u>2,200,571</u>	<u>(50,189)</u>	<u>2,150,382</u>
	<u>\$7,380,435</u>	<u>\$ 338,519</u>	<u>\$7,718,954</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 INVESTMENTS (continued)

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

<u>2018</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 297,168	\$ -	\$ 297,168
U.S. Treasuries	49,426	496	49,922
Corporate Bonds	885,154	(25,303)	859,851
Exchange Traded Funds	3,874,998	329,768	4,204,766
Equities	111,042	(7,096)	103,946
Mutual Funds	<u>2,083,238</u>	<u>(17,927)</u>	<u>2,065,311</u>
	<u>\$7,301,026</u>	<u>\$ 279,938</u>	<u>\$7,580,964</u>
		<u>2019</u>	<u>2018</u>
Interest and dividends		\$ 217,991	\$ 195,629
Realized gains (losses)		(90,398)	221,703
Unrealized gains (losses)		58,896	(100,619)
Fee expenses		(42,748)	(41,827)
Returns from BIS		<u>3,785</u>	<u>447</u>
TOTAL		<u>\$ 147,526</u>	<u>\$ 275,333</u>

NOTE 5 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 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.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2019</u>	<u>2018</u>
Land	\$ 1,275,884	\$ 953,387
Buildings	17,183,576	14,886,509
Leasehold Improvements	439,942	410,706
Furniture and Fixtures	3,770,563	3,585,143
Equipment	1,930,086	1,686,694
Software licenses	162,848	162,848
CIP	37,024	252,598
	<u>24,799,923</u>	<u>21,937,885</u>
Accumulated Depreciation	<u>(12,455,339)</u>	<u>(11,496,265)</u>
NET BOOK VALUE	<u>\$ 12,344,584</u>	<u>\$ 10,441,620</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

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

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

During the years June 30, 2019 and 2018, Riverbend paid BIS \$278,271 and \$40,239, respectively, for software support and services.

BIS owed Riverbend \$58,910 and \$40,131 at June 30, 2019 and 2018, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 8 LONG-TERM DEBT

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

	<u>2019</u>	<u>2018</u>
Mortgage payable, \$1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 3.8%, annual principal and interest payments of \$5,630 with a final balloon payment of \$946,441 due June, 2029	\$1,200,000	\$ -
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,205,000	3,340,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,330,000	-
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond was refinanced September 2017.	-	3,395,000
	7,735,000	6,735,000
Less: Current Portion	(229,808)	(200,000)
Long-term Debt	7,505,192	6,535,000
Less: Unamortized debt issuance costs	(248,865)	(274,759)
	<u>\$7,256,327</u>	<u>\$6,260,241</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 8 LONG-TERM DEBT (continued)

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

Year Ending June 30,	Amount
2020	\$ 229,808
2021	242,472
2022	253,357
2023	264,272
2024	275,109
Thereafter	<u>6,469,982</u>
	<u>\$ 7,735,000</u>

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

As part of the change in account principal discussed in Note 16, \$45,272 of long-lived grants previously included in long-term debt were restated under the adoption of ASU 2016-14.

NOTE 9 DEFERRED INCOME

	<u>2019</u>	<u>2018</u>
Concord Hospital/Dartmouth Hitchcock	<u>\$ 27,362</u>	<u>\$ 68,170</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2019, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be November 30, 2020 and the decision to review the line of credit will be at the sole discretion of the lender.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	<u>2019</u>	<u>2018</u>
Ongoing management and administrative services, recorded in other accounts receivable	\$ <u>21,243</u>	\$ <u>13,781</u>

Riverbend collected \$95,992 and \$82,855 for property management services, \$54,710 and \$78,109 for contracted housekeeping services and \$75,000 and \$-0- for a developers fee from the affiliate during the years ended June 30, 2019 and 2018, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2019 and 2018, such contributions were \$338,574 and \$297,889, respectively.

NOTE 13 OPERATING LEASES

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

Year Ending June 30,	Amount
2020	\$ 119,863
2021	121,482
2022	123,171
2023	90,121
2024	<u>73,226</u>
	<u>\$ 527,873</u>

Total rent expense for the years ended June 30, 2019 and 2018 was \$144,593 and \$76,440, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2019 for general expenditures are as follows:

Cash and Cash Equivalents	\$ 2,392,018
Accounts Receivable (net)	3,360,042
Investments	<u>7,718,954</u>
Financial assets, at year end	<u>13,471,014</u>
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	<u>(2,688,552)</u>
Financial assets available within one year for general expenditures	<u>\$ 10,782,462</u>

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

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

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

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2019:

	2019		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 144,835	\$ -	\$ 144,835
Capital Campaign Fund	-	2,412,487	2,412,487
Development Fund	<u>131,230</u>	<u>-</u>	<u>131,230</u>
	<u>\$ 276,065</u>	<u>\$ 2,412,487</u>	<u>\$ 2,688,552</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

	2018		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	\$ 149,635	\$ -	\$ 149,635
Charles Schwab	-	2,482,225	2,482,225
Development Fund	129,810	-	129,810
	<u>\$ 279,445</u>	<u>\$ 2,482,225</u>	<u>\$ 2,761,670</u>

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – (Charles Schwab)

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc.

The Development Fund – (Charles Schwab)

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

Below is the breakdown of the restricted activity above for the year ending June 30, 2019:

Investment Income	\$ 21,918
Unrealized Gain on Investments	16,098
Investment Fees	<u>(17,963)</u>
Total Annuity Activity	20,053
 New Grants	 <u>3,260</u>
 Net assets released from restrictions	 <u>(96,431)</u>
 Beginning Assets with Donor Restrictions	 <u>2,761,670</u>
 Ending Assets with Donor Restrictions	 <u>\$ 2,688,552</u>

NOTE 16 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2018, Riverbend changed its method of accounting for net assets to conform with ASU 2016-14, effective for fiscal years beginning after December 15, 2017. The change was adopted retroactively. Under the new accounting method, Riverbend must now report their net assets as either with donor restrictions or without donor restrictions. As a result, the cumulative effect of applying the new method, the following amounts increased/ (decreased):

	<u>2018</u>
Unrestricted Net Assets	\$ (11,416,536)
Temporarily Restricted Net Assets	\$ (3,350,682)
Long-lived Grants	\$ (45,272)
Net Assets without Donor Restrictions	\$ 12,050,820
Net Assets with Donor Restrictions	\$ 2,761,670

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 18, 2019, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2019, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION



Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2019, with
Comparative Totals for 2018

	2019 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Choices, RCA, Inpatient, Autism, Drug Court (Non-EBH)	ACT Team	Multi- Service Team	Mobile Crisis Team	Comm. Res. Twitshell	Comm. Res. Fellowship	Comm. Supp. Living	Other (Non-EBH)	2018
PROGRAM SERVICE FEES																
Net Client Fees	\$ 469,281	\$ -	\$ 469,281	\$ 39,093	\$ 62,978	\$ 12,575	\$ 14,620	\$ 100,880	\$ 63,785	\$ 70,558	\$ 28,575	\$ 57,064	\$ 3,352	\$ 18,414	\$ 10,421	\$ 462,222
HMO's	962,740	-	962,740	304,721	42,456	1,737	-	394,994	15,123	154,687	48,122	-	-	-	-	838,138
Blue Cross/Blue Shield	534,158	-	534,158	123,081	18,363	200	1,920	284,213	9,749	79,471	17,100	-	-	-	-	453,628
Medicaid	19,781,478	191,492	19,972,970	4,369,065	114,469	4,064	353,418	1,549,384	897,418	10,570,048	327,833	420,808	189,294	579,225	203,340	17,578,074
Medicare	895,652	-	895,652	2,822	7,728	611	12,394	338,946	28,233	508,585	583	-	-	-	-	608,616
Other Insurance	655,435	-	655,435	194,752	35,051	-	7,047	285,230	14,286	106,658	3,201	-	-	-	-	637,880
Other Program Fees	441,092	705	441,797	18,831	401	373	6,668	1,808	-	2,627	989	132,061	-	243,790	33,039	612,957
PROGRAM SALES																
Service	5,396,063	-	5,396,063	-	1,192,471	-	-	1,443,256	-	93,830	-	-	-	-	2,666,606	4,778,125
PUBLIC SUPPORT																
United Way	3,368	-	3,368	3,358	-	-	-	-	-	-	-	-	-	-	-	11,980
Local/County Govt.	4,000	-	4,000	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	158,523	-	158,523	23,415	-	-	70	40,344	-	20	10,000	-	-	-	84,674	104,724
Other Public Support	650,050	(1,185)	651,235	33,932	(145)	-	-	578,708	1,090	21,806	14,109	-	-	111	1,683	713,884
FEDERAL FUNDING																
Other Federal Grants	1,833,700	-	1,833,700	-	1,471	173,343	-	55,508	98,853	5,000	487,354	-	-	-	832,171	673,100
PATH	36,250	-	36,250	-	-	-	-	-	-	-	-	-	-	36,250	-	36,247
IN-KIND DONATIONS																
170,784	-	-	170,784	5,200	-	-	-	-	-	-	-	-	-	20,698	-	170,784
OTHER REVENUES																
BBH	53,183	35,883	89,066	4,628	15	-	-	772	358	10,974	90	144,888	-	23	30,342	69,669
	1,418,382	-	1,418,382	6,108	6,237	173,343	-	28,596	270,147	3,000	930,882	-	-	-	-	1,598,678
TOTAL PROGRAM REVENUES	<u>\$ 33,294,143</u>	<u>\$ 228,694</u>	<u>\$ 33,522,837</u>	<u>\$ 5,127,824</u>	<u>\$ 1,481,493</u>	<u>\$ 366,846</u>	<u>\$ 398,127</u>	<u>\$ 6,112,818</u>	<u>\$ 1,387,009</u>	<u>\$ 11,624,532</u>	<u>\$ 1,849,008</u>	<u>\$ 784,317</u>	<u>\$ 202,646</u>	<u>\$ 900,511</u>	<u>\$ 3,882,416</u>	<u>\$ 28,923,201</u>

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018, with
Comparative Totals for 2018

	2019 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	Options, RCA, Inpatient, Acton, Drug Court (Non-Ebbyday)	ACT Team	Med- Service Team	Middle Crisis Team	Cross. Res. Tutcheff	Comm. Res. Fellowship	Comm. Supp. Living	Other (Non-EBBY)	2018
PERSONNEL COSTS																
Salary & Wages	\$ 20,221,709	\$ 1,337,918	\$ 18,843,783	\$ 3,175,539	\$ 703,899	\$ 164,239	\$ 283,637	\$ 3,175,092	\$ 1,004,782	\$ 5,347,212	\$ 1,410,414	\$ 428,823	\$ -	\$ 754,944	\$ 2,453,096	\$ 18,573,428
Employee Benefits	4,100,848	292,825	3,808,023	737,390	78,152	13,842	63,761	404,410	281,879	1,232,962	229,317	121,685	-	187,773	443,281	3,788,178
Payroll Taxes	1,471,632	100,188	1,371,344	231,796	52,302	12,595	19,436	209,833	72,342	394,833	108,029	35,063	-	57,053	179,321	1,325,337
PROFESSIONAL FEES																
Substitute Staff	594,780	74,823	519,957	-	-	-	-	348,782	-	-	-	-	-	-	171,178	132,490
Accounting	48,383	48,383	-	-	-	-	-	-	-	-	-	-	-	-	-	40,376
Legal Fees	35,305	35,305	-	-	-	-	-	-	-	-	-	-	-	-	-	13,861
Other Prof. Fees/Consult.	1,324,110	450,284	853,846	31,281	1,057	80,806	18,782	42,432	4,070	73,288	24,484	1,775	527,344	1,805	78,874	1,048,952
STAFF DEV. & TRAINING																
Journals & Pub.	4,806	1,450	7,159	1,492	3	107	141	2,912	82	937	65	304	-	3	810	8,036
Conferences and Conv.	77,520	17,369	60,170	12,933	632	135	37	14,018	1,209	11,426	7,287	1,330	-	1,438	8,508	101,451
OCCUPANCY COSTS																
Rent	168,440	14,432	155,008	21,709	-	-	39,631	43,288	782	480	-	-	-	-	49,119	95,057
Heating Costs	82,127	5,820	66,507	5,687	254	358	3,777	6,238	810	12,538	6,241	-	-	20,833	1,714	64,066
Other Utilities	185,148	23,907	171,239	28,327	507	627	6,989	16,860	5,710	41,843	16,381	10,847	-	38,880	7,359	193,052
Maintenance and Repairs	171,832	23,808	147,824	24,512	810	2,788	5,559	17,478	3,828	28,011	10,844	6,486	-	33,822	6,706	158,940
Taxes	5,304	-	5,304	-	-	-	-	-	-	-	-	-	-	-	6,304	3,549
Other Occupancy Costs	42,249	12,560	29,689	3,906	42	5,478	808	2,747	360	6,749	2,582	919	-	1,795	4,296	48,788
CONSUMABLE SUPPLIES																
Office	298,863	73,948	192,915	36,331	1,159	3,292	3,324	26,033	10,106	69,796	14,884	7,444	2	6,435	20,919	257,890
Building/Household	69,529	9,585	60,544	7,089	244	975	6,632	2,280	1,886	16,787	4,800	9,808	-	6,743	2,983	82,034
Educational/Training	33,330	-	33,330	20,089	-	84	213	6,708	1,085	1,447	(33)	32	-	64	2,672	33,701
Food	83,208	14,912	68,296	5,784	302	627	18,275	3,243	239	6,312	14,198	18,538	-	3,087	1,782	93,186
Medical	87,346	344	87,002	783	(101)	3,422	251	48,873	448	3,887	3,089	288	-	217	33,822	41,834
ADVERTISING	183,401	110,638	57,763	8,313	436	8,144	822	6,458	1,683	12,279	7,704	1,305	-	1,835	9,388	103,953
PRINTING	39,865	27,878	10,986	1,810	1,227	(23)	-	1,870	348	4,076	(178)	180	-	40	1,673	33,714
TELEPHONE/																
COMMUNICATIONS	833,255	51,808	281,348	51,880	26,582	713	2,822	39,430	11,098	75,342	33,860	6,184	-	13,079	19,288	301,597
POSTAGE/SHIPPING	19,134	8,283	12,854	2,418	242	382	628	1,373	485	4,526	901	239	-	825	860	25,065
TRANSPORTATION																
Staff	385,904	55,077	330,317	69,478	787	282	44	21,302	35,225	180,350	3,929	860	-	6,407	11,814	377,919
Clients	38,144	2,368	35,776	5,348	-	-	16,474	(5)	-	945	3,081	4,960	-	4,175	-	30,780
INSURANCE																
Malpractice and Bonding	164,333	16,131	148,202	28,044	1,806	1,287	3,081	19,582	9,478	44,437	21,566	4,578	-	8,943	7,574	190,479
Vehicles	14,142	1,100	13,042	1,932	-	-	4,932	-	-	745	-	3,659	-	1,804	-	15,227
Comp. Property & Lib.	21,173	3,882	17,491	4,148	95	181	71	2,218	690	5,125	1,485	80	-	2,722	774	18,882
INTEREST EXPENSE	215,104	88,863	126,441	67,489	1,896	685	(2,181)	34,012	2,783	-	5,389	-	-	14,933	1,487	228,387
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	-	20,898	170,784
DEPRECIATION AND																
AMORTIZATION	895,875	408,494	578,182	105,029	3,101	1,783	2,457	115,289	17,532	100,681	89,826	4,894	-	68,280	33,271	878,788
EQUIPMENT MAINTENANCE	37,206	9,940	27,258	6,833	726	34	853	3,611	1,115	6,194	3,609	1,818	-	724	1,650	28,826
MEMBERSHIP DUES	43,325	38,034	5,291	850	-	-	3	2,535	75	921	530	223	-	3	181	55,189
OTHER EXPENDITURES	147,109	23,677	123,532	30,400	780	2,143	8,184	14,683	3,683	25,673	8,152	3,629	-	4,824	14,825	164,789
TOTAL EXPENSES	<u>31,919,811</u>	<u>3,398,292</u>	<u>28,531,529</u>	<u>4,801,828</u>	<u>973,299</u>	<u>283,899</u>	<u>491,857</u>	<u>4,830,843</u>	<u>1,474,674</u>	<u>7,704,184</u>	<u>2,804,647</u>	<u>883,490</u>	<u>827,946</u>	<u>1,279,291</u>	<u>3,578,263</u>	<u>28,718,070</u>
ADMIN ALLOCATION		<u>(3,352,874)</u>	<u>3,352,874</u>	<u>610,538</u>	<u>111,808</u>	<u>38,027</u>	<u>82,652</u>	<u>558,788</u>	<u>187,488</u>	<u>879,681</u>	<u>284,872</u>	<u>112,253</u>	<u>11,723</u>	<u>182,693</u>	<u>236,306</u>	
TOTAL PROGRAM																
EXPENSES	<u>31,919,811</u>	<u>35,308</u>	<u>31,884,503</u>	<u>5,412,364</u>	<u>884,337</u>	<u>319,926</u>	<u>584,518</u>	<u>5,389,631</u>	<u>1,662,162</u>	<u>8,583,725</u>	<u>2,259,419</u>	<u>805,823</u>	<u>533,079</u>	<u>1,441,949</u>	<u>3,811,633</u>	<u>28,718,070</u>
SURPLUS/(DEFICIT)	<u>\$ 1,274,332</u>	<u>\$ 191,888</u>	<u>\$ 1,182,848</u>	<u>\$ (284,540)</u>	<u>\$ 497,188</u>	<u>\$ 48,850</u>	<u>\$ (196,352)</u>	<u>\$ (187,028)</u>	<u>\$ (276,053)</u>	<u>\$ 2,840,007</u>	<u>\$ (410,411)</u>	<u>\$ (241,830)</u>	<u>\$ (338,432)</u>	<u>\$ (541,438)</u>	<u>\$ 58,828</u>	<u>\$ 207,131</u>

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2019

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2019	\$ 74	\$ 1,418,392	\$ (1,281,376)	\$ 137,090

Analysis of Receipts:

BBH & Federal Fund Payments

07/19/18 \$ 74	12/05/18 \$ 27,032	03/20/19 \$ 166,396
08/01/18 99,216	12/05/18 107	03/25/19 23,968
08/07/18 4,000	12/05/18 122,558	03/25/19 13,641
09/05/18 11,741	12/05/18 3,416	04/05/19 7,493
09/05/18 24,488	12/07/18 7,968	04/18/19 14,333
09/10/18 84,208	01/10/19 6,530	04/18/19 25,648
09/11/18 74	01/11/19 153	04/18/19 171,143
09/11/18 5,000	01/11/19 13,615	04/18/19 3,579
09/11/18 3,314	01/11/19 24,538	04/24/19 163,270
09/28/18 17,807	01/11/19 183,922	05/14/19 21,579
09/28/18 36,568	01/11/19 3,415	05/14/19 15,973
09/28/18 2,050	02/04/19 6,472	05/14/19 197,600
10/02/18 133,725	02/06/19 14,601	05/14/19 5,249
10/17/18 92	02/06/19 23,959	05/17/19 6,908
10/17/18 5,475	02/11/19 8,153	05/23/19 9,925
10/26/18 126,597	02/11/19 117,493	05/23/19 10,389
10/30/18 6,936	02/14/19 2,941	05/23/19 13,595
11/02/18 628	02/14/19 303	05/23/19 50,329
11/02/18 13,501	02/14/19 213,294	06/11/19 303
11/02/18 22,849	02/14/19 3,518	06/12/19 5,005
11/02/18 85	02/28/19 2,273	06/12/19 516
11/02/18 123,117	03/04/19 530	06/12/19 73,890
11/02/18 5,000	03/04/19 14,310	06/12/19 2,353
11/02/18 3,603	03/04/19 24,145	06/12/19 1,202
11/27/18 4,767	03/04/19 148	06/14/19 3,501
12/05/18 228	03/04/19 3,479	06/28/19 38,346
12/05/18 13,507	03/07/19 7,080	

Less: Federal Monies (1,349,162)

\$ 1,281,376

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2019

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 937,440	\$ 3,648,493	\$ (2,213,240)	\$ (510,677)	\$ (475,077)	\$ 1,386,839
Blue Cross/Blue Shield	81,073	818,121	(284,588)	5,839	(531,067)	89,398
Medicaid	1,089,323	39,023,788	(19,242,645)	(10,106)	(19,188,042)	1,672,318
Medicare	191,871	1,215,836	(320,184)	54,328	(786,463)	355,388
Other Insurance	306,125	2,508,422	(880,238)	82,470	(1,452,977)	553,802
Housing fees	<u>(342)</u>	<u>389,597</u>	<u>546</u>	<u>(940)</u>	<u>(382,782)</u>	<u>6,079</u>
TOTALS	<u>\$ 2,605,490</u>	<u>\$ 47,604,257</u>	<u>\$ (22,950,329)</u>	<u>\$ (379,086)</u>	<u>\$ (22,816,408)</u>	<u>\$ 4,063,924</u>

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended June 30, 2019

Federal Grantor/Program Title	Pass-Through Entity Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through the State of New Hampshire, Department of Health and Human Services:			
NH State Opioid Response		93.788	\$ 265,940
Medical Assistance Program		93.778	1,471
Medical Assistance Program		93.778	41,722
Medical Assistance Program		93.778	57,131
			<u>100,324</u>
 SAMSHA Projects of Regional and National Significance	 6H79SM062183-02	 93.243	 <u>566,231</u>
Projects for Assistance in Transition from Homelessness	95-42-123010-7926	93.150	<u>36,250</u>
 TOTAL EXPENDITURES OF FEDERAL AWARDS			 \$ 988,745

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

Report 2

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 18, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

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

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

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

Report 2 (cont'd)

Compliance and Other Matters

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

Purpose of this Report

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

Kittell, Braragan + Sargent

St. Albans, Vermont
September 18, 2019



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #187

Report 3

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

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

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2019. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

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

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

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

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

Kittell, Brannigan + Sargent

St. Albans, Vermont
September 18, 2019

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2019

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
 - 93.788 - Peer Recovery Support Svs. (PRSS)
 - 93.788 - The Doorways - Hub & Spoke Concord
 - 93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)
 - 93.243 - PBHCI SAMHSA Grant
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

Riverbend Community Mental Health, Inc.
Board of Directors
2019-2020

Leslie Walker, CPA, Chair
John Barthelmes, Vice Chair
James Doremus, Secretary
Lisa Madden, President/CEO, <i>Ex Officio</i>
Andrea Beaudoin, Assistant Secretary
Frank Boucher
Leslie Combs
Ross Cunningham
Christopher Eddy
Lucy Hodder
Nicholas Larochelle
Aaron McIntire
Rabbi Robin Nafshi
Bradley Osgood
Paul Quitadamo
Glenn Shepherd
James Snodgrass
Carol Sobelson
Annmarie Timmins
Cinde Warmington
Robert Steigmeyer, <i>Ex Officio</i>

Chris Mumford

Experience

2017-present

Riverbend Community Mental Health Center

Concord, NH

Chief Operating Officer

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

2013-present

Riverbend Community Mental Health Center

Concord, NH

CSP Program Director

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

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

2009-2013

Riverbend Community Mental Health Center

Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009

Riverbend Community Mental Health Center

Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003

Riverbend Community Mental Health Center

Concord, NH

Residential Psychiatric Rehabilitation Specialist

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

2002-2003

New Hampshire Hospital

Concord, NH

Psychiatric Social Worker *Internship*

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

2001-2002

Carroll County Mental Health
Center

Wolfeboro, NH

Adult Clinician *Internship*

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

Education

2001-2003

University of New Hampshire

Durham, NH

Master of Social Work

- Magna Cum Laude
-

1994-1998

University of New Hampshire

Durham, NH

Bachelor of Arts in Psychology

- Cum Laude
-

Licensure

Licensed Independent Clinical Social Worker

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

References

References are available on request.

LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

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

Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health

Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health

Executive Director of Region 3 Integrated Delivery Network

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

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

- o New Hampshire Hospital Association Behavioral Health Learning Collaborative
 - o Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
 - o SNHMC is the fiscal agent for the demonstration.
 - o Work closely with 30 community partners to achieve the goals of the waiver.
 - o Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
 - o Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
 - o Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH

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

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

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

with disposition to appropriate level of care.

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

Lisa K Madden, LICSW, LLC

Consultant, 6/04 - 6105

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

Interim Clinic Director, 8104 - 5105

Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105

The Mentor Network, Lawrence MA

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

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

The Family Counseling Center

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

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

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

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

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

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

***North Essex Community Mental Health Center, (NECMHC, Inc.),
Newburyport/Haverhill, MA***

Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

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

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

***The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4/90-4/93
EAP Case Manager, 2/89-4/90***

***The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester,
MA, 10/85-2/89
Clinical Counselor I & II***

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer 2007

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

References available upon request

JENNIFER M. MULRYAN, MSW, LICSW

PROFESSIONAL SUMMARY

An experienced social worker with over 5 years of experience leading teams, developing training materials, and completing process improvement projects. Experience also includes providing targeted assessment and evaluation that included diagnostic impressions and functional status.

QUALIFICATION SUMMARY

- Master's Degree in Social Work
- New Hampshire Licensed Independent Clinical Social Worker-License No. 2207
- Secret Security Clearance
- Excellent problem solving and critical thinking skills

EXPERIENCE

RIVERBEND CMHC

January 2019-present

Director of Psychiatric Emergency Services

Concord, NH

Provide oversight and leadership to all departments within the Psychiatric Emergency Department. This includes administrative oversight of the operations of hospital-based emergency department staff, mobile crisis services, crisis apartments and Behavioral Health Treatment Center (BHCTC)

- Actively involved with opening the first crisis treatment center in the state of New Hampshire
- Supervises staff of 4 clinical managers responsible for approximately 50 staff members
- Have established a training program within emergency services

BRANDMAN UNIVERSITY

June 2018-December 2018

Adjunct Professor

JBLM, WA

5+ hours per week

Instruct Bachelor of Social Work students on Social Welfare Policies in a blended course format. This includes 3 hours of in-class instruction as well as oversight of the course's online forum. Responsible for preparing class lectures, promoting student participation and interaction and grading student assignments.

- Created supplemental course material to better identify assignment due dates

SERCO, INC.

June 2016-December 2018

Lead Outreach Coordinator

JBLM, WA

Co-lead a team of 6 staff that provides outreach services for approximately 10,000 Marine and Navy Reservists in 11 states. Complete needs assessments that include diagnostic impression and functional status based on presenting status. Supervise staff of assessments and outreach. Refer Service Members to follow up services. Oversee training of new staff on local policies and procedures. Responsible for ensuring documentation and other tasks are done in a timely manner and per standard operating procedures. Manage a travel budget of \$23,000 by ensuring funds are used appropriately. Conduct briefs for service members and unit leadership around Suicide, Stress Management, and other areas.

- Created training manual for new staff that is now being used program wide.
- Region went from being out of compliance in all areas to being one of top performing in the entire program.
- Received Serco's Excellence Award for successfully managing region with no other staff for over 6 months

GEORGIA REGIONAL HOSPITAL
Chief of Social Work

March 2014-February 2016
Savannah, GA

Oversaw a department with 20 staff which included 12 direct reports. Completed bio-psychosocial assessments with patients on the acute unit that included diagnostic impressions. Completed functional status evaluations daily with patients to determine fit for discharge. Provided follow up services to patients upon hospital discharge. Supervised staff on completion of bio-psychosocial assessments and diagnostic impressions. Worked closely with Quality Management Department on Performance Improvement Projects to ensure adherence with Joint Commission and CMS standards. Developed procedures based on data collection, activity reports, planning documents, program plans and objectives. Served as the liaison between the hospital and community providers to promote timely information exchange, establish resource links and community partnerships and ensure continuity of care. This involved working with 6 regional offices across the state, multiple community providers in each region and the state office.

- Completed a Performance Improvement Project on an issue identified in prior Joint Commission survey. There were no negative findings for the entire Social Work Department during the most recent Joint Commission Survey
- Reduced percentage of patients awaiting discharge from 20% to less than 10% in 6 months

ASSOCIATES IN COUNSELING, LLC
Therapist

November 2011-December 2013
Colorado Springs, CO

Conducted Psychosocial Assessments on adolescents and adults involved with Department of Human Resources and Probation. Conducted client intake assessments and individual therapy on children, adolescents, adults, couples and families around issues of child abuse (physical, emotional and sexual), domestic violence, trauma, PTSD, anxiety, depression, mood disorders and personality disorders. Also conducted couples and family therapy. Provided group facilitation for Dialectical Behavior Therapy (DBT) Group for adults with multiple diagnoses including Borderline Personality Disorder, Bipolar Disorder, substance abuse issues, PTSD, anxiety and depression. Participated in weekly individual and group clinical supervision. Prepared discharge summaries, treatment plans and treatment notes in a timely manner. Coordinated with other treatment providers and outside community agencies to maintain continuity of care. Conducted safety and risk assessments on high risk clients.

- Created new employee training manual which included writing office policies and procedures
- Trained new employees regarding office policies and procedures

MERCY BEHAVIORAL HEALTH AND WELLNESS
Social Work Intern

September 2010-May 2011
Watertown, NY

Developed comprehensive knowledge of the medical records process which included processing releases of records and opening and closing charts. Provided individual counseling for adults, adolescents and children with a broad range of diagnoses. Provided group facilitation for Coping Skills Group for children and Stress Management Group for adults participating in CDT (Continuing Day Treatment).

- Developed an in-service program and resource guide to educate staff on the military structure to better prepare them to work with military members and their families
- Participated in weekly individual and group clinical supervision
- Worked under staff psychologist on completing assessments and diagnostic criteria

BEHAVIORAL HEALTH CARE CLINIC
Social Work Intern

September 2009-May 2010
Fort Drum, NY

Participated in the operations of the Family Advocacy Program which aides in the prevention, education, intervention and treatment of spouse and child abuse. Trained to complete risk assessments in the Warrior Transition Unit and completed service intakes under the direct supervision of a Marriage and Family Therapist in the Social Work Services department.

- Researched best practice in providing clinical intervention for individuals with PTSD and made recommendations that resulted in acquiring resources for clinicians

EDUCATION AND TRAINING

MASTER'S DEGREE IN SOCIAL WORK-SYRACUSE UNIVERSITY, Syracuse, NY

May 2011

BAS IN LEGAL STUDIES-ST PETERSBURG COLLEGE, Clearwater, FL

December 2007

EMDR Level 1 Certified

July 2013

REFERENCES AVAILABLE UPON REQUEST

Jeffrey C. Fetter, MD

Education

August 1993-May 1997	Johns Hopkins University, Baltimore MD	BA
August 1997-May 2001	Case Western Reserve University, Cleveland OH	MD

Postdoctoral Training

June 2001-June 2006	Combined Internal Medicine and Psychiatry Residency Dartmouth-Hitchcock Medical Center, Lebanon NH
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June 2005-June 2006	Chief Med-Psych Resident Dartmouth-Hitchcock Medical Center, Lebanon NH
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Licensure/Certification

April 5, 2006-Jun 30, 2018	New Hampshire Medical License #13042
May 2017-May 2019	Basic Life Support
Jan 2018- Dec 31, 2028	Board Certified in Internal Medicine, Diplomate #255543
May 2010-May 2020	Board Certified in Psychiatry, Diplomate #60814
April 2010-present	Certified in Transcranial Magnetic Stimulation (Neurostar, Inc.)
Nov 2016-present	DEA Buprenorphine Waiver

Academic Appointments

Jan 2010 to present
Adjunct Assistant Professor of Medicine and Psychiatry
Geisel School of Medicine at Dartmouth

September 1, 2006-Jan 2010
Assistant Professor of Medicine and Psychiatry
Dartmouth Medical School

Hospital Appointments and Clinical Responsibilities

Oct 2018 – Present

Chief Medical Officer

Riverbend Community Mental Health Center

- Assertive Community Treatment Team Psychiatrist
- Admitting Privileges to Concord Hospital
- Integrated Delivery Network (IDN2) Medical Director
 - Medication Assisted Treatment for Substance Use Disorders
 - Psychopharmacology Services and Re-Entry initiatives for county inmates
 - Integrated Primary Care and Behavioral Health initiatives)

Concord, NH

Jan 2013-Sept 2018

Chief Medical Officer

- Supervision of Correctional Health Services
- Utilization Management
- Program Development
- Psychiatrist, Special Housing Unit

NH Department of Corrections

MHM Services, Inc.

Concord, NH

Feb 2015 to present

Expert Witness: Independent Psychiatric Examiner and 135-C Physician's Certifications
Cheshire, Merrimack, Rockingham, and Hillsborough Counties Probate Courts

March 2013-July 2016

EKG Interpretation Consultant

Dartmouth Psychopharmacology Research Group

Feb 2010- Dec 2012

Director of Consultation Psychiatry

- Inpatient Psychiatry
- Consultation to Hospitalist and Emergency Room
- ECT, rTMS

Concord Hospital, Concord NH

July 2010-Dec 2012

Cardiometabolic Psychiatry Clinic

Riverbend Community Mental Health Center

Concord NH

July 2006-Jan 2010

Attending Physician with Privileges in Psychiatry and Internal Medicine

New Hampshire Hospital, Concord NH

August 2006-Jan 2013

Consulting Physician with Privileges in Electroconvulsive Therapy

Concord Hospital, Concord NH

Mar 2009-Feb 2010

Chief, Cardiometabolic Psychiatry Consult Service

New Hampshire Hospital, Concord NH

Professional Leadership Positions

Dec 2017-Present

Fellowship Committee, American College of Correctional Physicians

May 2014-May 2016
Legislative Liaison, NH Psychiatric Society

May 2011-May 2015
President, NH Psychiatric Society

Nov 2013-May 2016
Executive Councilor, NH Medical Society

Mar 2009-Jan 2011
Inpatient Psychiatry Liaison, NH Psychiatric Society

July 2007-Feb 2010
Chair, Pharmacy and Therapeutics Committee, NH Hospital

July 2007-Feb 2010
Chair, Metabolic Syndrome Work Group, NH Hospital

Committee Assignments

June 2003-2006	DHMC Graduate Medical Education Accreditation Committee
Apr-June 2004	Chair, DHMC Psychiatry Resident Curriculum Project
July-Dec 2005	DHMC Resident Work Hours Task Force
Aug 2006-Jan 2007	Pharmacy and Therapeutics Committee, NHH
October 2006-June 2007	Metabolic Syndrome Work Group, New Hampshire Hospital
January 2007-2010	Chair, Pharmacy and Therapeutics Committee, NHH
January 2007-2010	New Hampshire State Institutional Review Board
March 2007-2010	Medical Emergencies Committee, NHH
July 2007-2010	Chair, Metabolic Syndrome Work Group, NHH
Sept 2007-2010	Adverse Medication Events Review Committee, NHH
June 2009-Aug 2009	Defensive Measures Task Force, NHH
March 2010-Dec 2012	Pharmacy and Therapeutics Committee, Concord Hospital
July-October 2016	Special Legislative Commission on Syringe Service Programs
October 2013-Sept 2018	MHM Inc. Credentialing Committee

Memberships

American College of Correctional Physicians
American Psychiatric Association
New Hampshire Psychiatric Society
New Hampshire Medical Society

Awards and Honors

April 2001	Case Western Reserve University Health Policy Competition, Honorable Mention
June 2003	Abraham Lenzner, MD Award for Excellence in Consultation Psychiatry

April 2005	Association of Medicine and Psychiatry Martin Fenton, MD Med-Psych Resident of the Year
April 2006	Dartmouth Medical School Department of Medicine Excellence in Teaching Award Nominee
May 2006	Dartmouth Medical School Students' Excellence in Teaching Award for Medicine Clerkship
May 2007	Emory University Future Leaders in Psychiatry
April 2017	NH Public Health Association's Friend of Public Health

Research Experience

Principal Investigator: "N-3 Fatty Acids for hypertriglyceridemia in patients with schizophrenia taking atypical antipsychotics." Dartmouth Psychiatry Department Junior Clinical Investigator Research Award.

Site Investigator for New Hampshire Hospital: "Clozapine vs. Risperidone for People with First Episode Schizophrenia and Co-Occurring Substance Use Disorder," Dartmouth Psychopharmacology Research Group (A. Green, PI)

Collaborating Investigator: "Management of Risk of Relapse in Schizophrenia III," NIMH #MH41573 (S. Marder, PI)

Site Investigator for New Hampshire Hospital: "Pilot study for treatment of persistent psychotic symptoms in schizophrenia," feasibility study to prepare for NIMH funded randomized antipsychotic trial. Dartmouth Psychopharmacology Research Group (D. Noordsy, PI)

Teaching Experience

May 2004	Conceived and Organized Psychotherapy Roundtable for Residents
June 2004 and 2005	Taught "Medical Emergencies for Psychiatry Interns" Lecture Series
June 2005-2006	Initiated and Facilitated Med-Psych Residents' Report
June 2006	"Inflammatory Bowel Disease and Mental Illness," Crohn's and Colitis Foundation Symposium at Dartmouth-Hitchcock Medical Center
2006-2010	Supervision of 3 rd year medical students on psychiatry clerkship Supervision of 2 nd year psychiatry residents Initiated and Organized Weekly Unit "Doc Talk" Seminar
Nov 2007	Internal Medicine Morbidity and Mortality Conference, White River Junction VA Medical Center
Sept 2008	NH Hospital Grand Rounds: "Cardiometabolic Risk and Mental Illness"
May 2009	Dartmouth PRC Seminar: "N-3 Fatty Acids for High Triglycerides in Patients Taking Atypical Antipsychotics"
May 2010	CH Grand Rounds: "Consultation Psychiatry"
May 2010	"Severe Depression and Cardiovascular Disease" New England ECT Annual Meeting
Oct 2011-2013	CH Simulation Center Course "Psychiatric Emergencies: De-escalation"; Conceived and Executed Course; Filmed Video Training
May 2012	NH Hospital Grand Rounds: "Inpatient Violence"

Oct 2012	NH Medical Society Annual Scientific Meeting: "Obesity and Mental Health"
Feb 2012	Concord Hospital Grand Rounds: "Psychiatric Perspectives on Obesity"
Nov 2013	NH Medical Society Annual Scientific Meeting: "Mental Illness: Skills Every Physician Should Have"
Nov 2013	Concord Hospital Symposium: "Inpatient Violence"
Jan 2015	NH Hospital Grand Rounds: "Correctional Medicine Update"
Feb 2017	NH DOC Grand Rounds: "SHU and Analogue Environments"
March 2017	Northern NH SWAT Team Hostage Negotiation Training Exercise
Oct 2018	Association of Medicine and Psychiatry National Meeting, Chicago IL: "Correctional Medicine"

Original Articles:

- Fetter, JC. Implementing a Correctional Electronic Medical Record. CorDocs: Newsletter of the American College of Correctional Physicians. 2017;20(2)
- Fetter, JC. Chronic Pain. CorDocs: Newsletter of the American College of Correctional Physicians. 2016;19(2)
- Fetter JC, Brunette M, Green A. N3 Fatty Acids for Hypertriglyceridemia in Patients Taking Second Generation Antipsychotics. Clinical Schizophrenia and Related Psychoses. Summer 2013 73-77A
- Fetter JC, Bartels SJ, Parker C. A cardiometabolic psychiatry consultation service in a state psychiatric hospital. Prim Care Companion of CNS Disorders 2011; 13(2)
- Fetter JC. Diagnosing and Managing Violence. Prim Care Companion J of CNS Disorders. 2011;13(5)
- Shagoury P, Currier M, Bemis R, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A chart review. Prim Care Companion to J Clin Psych; 2010; 12(6)
- Shagoury P, Currier M, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A case study. Prim Care Companion to J Clin Psych 2010; 12(3)e1
- Fetter JC. Mirtazapine for MDMA-Induced Depression. Am J Addict. 2005 May-Jun;14(3):300-1
- Denard PJ, Fetter JC, Zacharski LR. Rectus sheath hematoma complicating low-molecular weight heparin therapy. Int J Lab Hematol. 2007 Jun;29(3):190-4.
- Fetter JC. Psychosocial Response to Mass Casualty Terrorism: Guidelines for Physicians. Primary Care Companion to J Clin Psychiatry 2005; 7(2): 49-52
- Fetter JC, Askland KD. Antidepressants for Bipolar Depression. Am J Psychiatry 2005 Aug; 162(8): 1546

Fetter JC. Weight gain and quality of life among patients taking antipsychotics. Psychiatr Serv. 2003 Jul;54(7):1041

Fetter JC. The Gift of Therapy: A Letter to a New Generation of Therapists and their Patients. Prim Care Companion J Clin Psychiatry. 2006; 8(3): 181

Poster Presentations:

Fetter JC, Barton E, Grattan V. Hepatitis C Treatment in a Correctional System: 10 Years' Experience. Presented at National Committee for Correctional Health Care National Conference, October 2014

Fetter JC, Gillock KL, Friedman M, Howard J. Adiposity and Chronic Traumatic Stress. Presented at Association for Medicine and Psychiatry Annual Meeting, Los Angeles CA, 2006

Fetter JC, Bartels S. Developing a Medication Algorithm for Second Generation Antipsychotic-Induced Metabolic Effects.

Presented at Future Leaders in Psychiatry, Atlanta GA 2007

Scientific Sessions:

Chair, "Weight Gain and Mental Illness"

American Psychiatric Association General Meeting, New Orleans, 2010

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa Madden	President/CEO	\$200,000	00.00%	\$0
Chris Mumford	Sr. VP/COO	\$130,000	00.00%	\$0
Jennifer Mulryan	Director of Psych ES	\$79,000	50.00%	\$39,500
Jeffrey Fetter	Chief Medical Officer	\$283,250	00.00%	\$0



Subject: Mobile Crisis Services and Supports (RFP-2021-DBH-04-MOBIL-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire 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 2 Wall Street, 2nd Floor Manchester, NH 03101	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-095-092-922010-41170000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,837,236.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/17/2020		1.12 Name and Title of Contractor Signatory William Rider, President and CEO	
1.13 State Agency Signature  Date: 6/18/20		1.14 Name and Title of State Agency Signatory Katja S Fox, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: 06/18/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

8.2.3 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this Agreement to individuals, ages 18 or older, who are experiencing a mental health crisis.
- 1.2. The Contractor shall ensure services are available in the New Hampshire Community Mental Health Region VII (see Exhibit B-1).
- 1.3. The Department reserves the right to amend this Agreement based on the implementation of a statewide Mobile Crisis Response Team (MCRT) model as called for in House Bill 4, signed by the Governor on September 26, 2019.
- 1.4. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.5. The Contractor shall provide a designated central phone triage system and have a qualified Mobile Crisis team that is available 24 hours per day, seven (7) days per week in order to avoid unnecessary hospitalization, incarceration or institutionalization of individuals who are experiencing a mental health crisis, which includes, but is not limited to:
 - 1.5.1. A central phone triage system answered by a Master's-level clinician.
 - 1.5.2. The use of a standardized phone triage screening tool in order to determine an individual's safety needs and need for further risk assessment.
 - 1.5.3. Community-based face-to-face assessments and interventions shall occur within 1 (one) hour of the request. Face-to-face assessments shall include:
 - 1.5.3.1. A lethality assessment, including but not limited to:
 - 1.5.3.1.1. Obtaining a client's mental health history.
 - 1.5.3.1.2. Understanding the client's presenting symptoms.
 - 1.5.3.1.3. Conducting a mental status exam.
 - 1.5.3.1.4. Analyzing risk and protective factors.
 - 1.5.3.1.5. Evaluating natural and treatment supports.
 - 1.5.3.1.6. Identifying current coping strategies.
 - 1.5.3.1.7. Counseling on Access to Lethal Means (CALM).
 - 1.5.3.2. Developing a mutually agreed upon individualized safety plan and care disposition plan which may or may not include crisis apartments.

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- 1.5.3.3. Identification of the services and supports that are necessary to meet the individual's needs and assistance in accessing those supports.
- 1.5.3.4. Responses to residences require a two (2) person response, for safety purposes and may occur at locations including, but not limited to
 - 1.5.3.4.1. In or at the individual's home.
 - 1.5.3.4.2. Other natural environments of residence.
 - 1.5.3.4.3. Community settings.
 - 1.5.3.4.4. Outpatient mental health settings.
 - 1.5.3.4.5. Crisis apartments.
 - 1.5.3.4.6. Police Stations
- 1.5.3.5. There shall be a no-refusal policy upon triage; all requests for mobile response shall be assessed and responded to regardless of the individual's other issues including, but not limited to current substance use.
 - 1.5.3.5.1. In the event that a mobile intervention is not provided, clinical rationale, with administrative support for the decision, must be clearly documented.
- 1.5.3.6. Responses to safe, staffed sites including, but not limited to schools, jails, and emergency departments, may be responded to by one (1) responder.
- 1.5.4. Coordination with law enforcement personnel as a dual response in order to respond to individuals in mental health crisis in specific situations in which there is a clearly defined safety concern or when active rescue is required.
 - 1.5.4.1. Within 30 days of approval of this Agreement by the Governor and Executive Council, the Contractor shall provide a description of protocols for engaging law enforcement to ensure a strong bi-directional partnership.
- 1.5.5. Involvement of peer support specialist(s) in providing crisis services and supports including the ability to facilitate referrals and/or warm hand offs for post crisis support services and to provide a follow up contact within 48 hours post crisis for all face-to-face interventions.
- 1.5.6. Provision of services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

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- 1.5.7. Providing crisis response services through short-term, trauma informed approaches with a Master's level clinician which may include, but is not limited to:
 - 1.5.7.1. Medication management,
 - 1.5.7.2. Benefits assistance,
 - 1.5.7.3. Illness Management and Recovery (IMR),
 - 1.5.7.4. Cognitive Behavior Therapy (CBT),
 - 1.5.7.5. Dialectical Behavior Therapy (DBT), and
 - 1.5.7.6. Developing concrete Discharge Plans.
 - 1.5.7.7. Substance Use Disorder Treatment for individuals identified as having a dual diagnosis of mental illness and substance use disorder which includes, but is not limited to:
 - 1.5.7.7.1. Substance use disorder assessment and counseling techniques.
 - 1.5.7.7.2. Integrated Dual Diagnosis Treatment (IDDT).
 - 1.5.7.8. Peer Support services provided by specially trained peer support specialists who have unique and invaluable skills to bring to the individual in order to:
 - 1.5.7.8.1. Promote recovery.
 - 1.5.7.8.2. Build upon skills.
 - 1.5.7.8.3. Offer support.
 - 1.5.7.9. Crisis bed/apartment referral.
- 1.6. The Contractor shall provide coverage when there are multiple concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the community's fluctuating needs for mobile mental health crisis response.
- 1.7. The Contractor shall provide a total of four (4) single-occupancy community crisis bedrooms (with no more than two (2) bedrooms per crisis apartment), which will serve as an alternate to hospitalization or institutionalization.
 - 1.7.1. All crisis apartment beds must be certified under New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences, and include:
 - 1.7.1.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;
 - 1.7.1.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms);

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- 1.7.1.3. Storage space for each individual's clothing and personal possessions;
- 1.7.1.4. Accommodations for the nutritional needs of an individual; and
- 1.7.1.5. At least one (1) telephone for incoming and outgoing calls.
- 1.7.2. The Contractor shall:
 - 1.7.2.1. Conduct ongoing safety assessments.
 - 1.7.2.2. Assist with determining individual coping strengths in order to develop a recovery plan.
 - 1.7.2.3. Coordinate and provide referrals for psychiatric, social services, substance use and medical aftercare.
 - 1.7.2.4. Limit an individual's stay at a crisis apartment to a maximum of seven (7) days, unless the Contractor requests and receives written approval from the Department for an extension of the stay.
 - 1.7.2.5. Provide transportation for individuals from the site of the crisis to the apartment to their home or other residential setting after stabilization has occurred. Any staff member providing transportation must have:
 - 1.7.2.5.1. A valid driver's license;
 - 1.7.2.5.2. A properly inspected vehicle; and
 - 1.7.2.5.3. Proof that vehicle is insured with at least a minimum coverage including, but not limited to:
 - 1.7.2.5.3.1. \$100,000 bodily injury coverage per individual.
 - 1.7.2.5.3.2. \$300,000 bodily injury coverage per accident.
 - 1.7.2.6. Provide support, guidance and transportation to persons wishing to attend self-help or 12 step groups such as:
 - 1.7.2.6.1. Alcoholics Anonymous (AA).
 - 1.7.2.6.2. Narcotics Anonymous (NA).
 - 1.7.2.6.3. Rational Recovery (RR).
 - 1.7.2.6.4. Peer Support Agencies (PSA).
 - 1.7.2.7. Provide a list of discharge criteria from the crisis apartments, as well as related policies and procedures regarding the apartment beds within 30 days of the Effective Date.
- 1.8. The Contractor shall provide education and outreach activities with the local community and institutional stakeholders to promote appropriate referrals to, and utilization of, crisis team resources. The Contractor shall ensure the community is aware of and can access their mobile crisis services and supports program through the outreach and educational plan which shall include, but not

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be limited to:

- 1.8.1. A minimum of two (2) public forums with community partners to outline the new services.
- 1.8.2. Print brochures.
- 1.8.3. Appearances on WMUR.
- 1.8.4. Interviews and panel participation on NPR.
- 1.8.5. Articles in area periodicals such as the Union Leader.
- 1.8.6. Education and collaboration with agencies including, but not limited to:
 - 1.8.6.1. Paramedics.
 - 1.8.6.2. Police departments.
 - 1.8.6.3. Fire departments.
- 1.8.7. Identification of critical stakeholders in the community and the facilitation of on-going educational meetings.
- 1.9. The Contractor shall develop and maintain a plan for formal collaborative agreements with regional stakeholders to ensure effective regional coverage, collaboration, and relationship strengthening with local agencies which include, but are not limited:
 - 1.9.1. Police departments.
 - 1.9.2. Fire departments.
 - 1.9.3. Emergency departments.
 - 1.9.4. Schools.
 - 1.9.5. Peer Support Agencies.
 - 1.9.6. Community Mental Health Centers (CMHCs).
 - 1.9.7. Hospitals.
- 1.10. The Contractor shall change existing patterns of hospital Emergency Department (ED) use for crisis response in the Region as well as collaborate with local emergency services teams by:
 - 1.10.1. Meeting regularly with local police and first responders to discuss their interface, procedures, and collaborations to understand each other's challenges and to improve outcomes for people in the greater-Concord community.
 - 1.10.2. Educating partners, clients and families about all diversionary services available, by encouraging early intervention, and by providing timely, competent crisis response.

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- 1.10.3. Maintaining and developing relationships with Elliot and Catholic Medical Center Hospitals in order to reduce ED use.
- 1.10.4. Coordinating with homeless outreach services.
- 1.10.5. Outreach to at-risk seniors programming.
- 1.10.6. Participating in a sequential intercept model of jail diversion.
- 1.10.7. Maintaining membership with Greater Manchester Association of Social Services Agencies.

2. Staffing

- 2.1. The Contractor shall operate each crisis apartment with sufficient clinical support and oversight, as well as peer staffing, 24 hours per day, seven (7) days per week to prevent unnecessary institutionalization. Staff will consist of:
 - 2.1.1. One (1) Master level clinician/nurse clinician onsite.
 - 2.1.2. One (1) Peer support specialist onsite.
 - 2.1.3. One (1) Psychiatrist/APRN on-call.
- 2.2. The Contractor shall ensure the Mobile Crisis Response Team (MCRT) and staff operating the crisis apartment have the necessary qualifications.
 - 2.2.1. At a minimum, clinicians must have:
 - 2.2.1.1. A Master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling;
 - 2.2.1.2. Training in crisis intervention services, risk management, assessment of suicide potential, trauma informed care and integrated treatment for co-occurring disorders; and
 - 2.2.1.3. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
 - 2.2.2. At a minimum, peer support specialists must have:
 - 2.2.2.1. A high school diploma;
 - 2.2.2.2. Certification as a peer specialist;
 - 2.2.2.3. Training in crisis intervention; and
 - 2.2.2.4. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
 - 2.2.3. At a minimum, the on-call Psychiatrist/APRN must:
 - 2.2.3.1. Be board certified in Psychiatry.
- 2.3. The Contractor shall ensure all potential staff provide the following documentation:

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- 2.3.1. A minimum of two (2) references;
 - 2.3.2. BEAS State Registry Consent Form;
 - 2.3.3. Central Registry Name Search Authorization; and
 - 2.3.4. Criminal Record Release Authorization Form - General.
- 2.4. The Contractor shall ensure, prior to an offer of employment, the forms in Subsection 2.3 are processed through the appropriate State departments to ensure that the person has no history of:
- 2.4.1. A felony conviction; or
 - 2.4.2. Any misdemeanor conviction involving:
 - 2.4.2.1. Physical or sexual assault;
 - 2.4.2.2. Violence;
 - 2.4.2.3. Exploitation;
 - 2.4.2.4. Child pornography;
 - 2.4.2.5. Threatening or reckless conduct;
 - 2.4.2.6. Theft;
 - 2.4.2.7. Driving under the influence of drugs or alcohol; or
 - 2.4.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 2.5. The Contractor shall ensure results from the forms identified in Subsection 2.3 are kept on file and available to the Department upon request.

3. Exhibits Incorporated

- 3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

4. Reporting Requirements

- 4.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, within 60 days of having mobile crisis services and supports in place,

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which include, but are not limited to:

- 4.1.1. Number of unique individuals who received services;
- 4.1.2. Nature and number of calls received including, but not limited to: reporting an individual in crisis; inquiring about mobile crisis services; community stakeholder collaboration (not related to individual crisis); follow-up call from individual served; additional occurrence of individual in crisis within past thirty days, and contact in error.
- 4.1.3. Overall number of:
 - 4.1.3.1. Deescalated calls;
 - 4.1.3.2. Diversions from hospitalizations;
 - 4.1.3.3. Clients with LEP or that required interpretation services;
 - 4.1.3.4. Warm hand-offs to peer support specialists; and
 - 4.1.3.5. Callers who were not current mental health service recipients prior to contact with the Mobile Crisis Response Team (MCRT).
 - 4.1.3.6. Repeat callers with the same presenting purpose for calling.
- 4.1.4. For individuals who receive services from the MCRT:
 - 4.1.4.1. Insurance carrier of individual;
 - 4.1.4.2. Date and time of contacts;
 - 4.1.4.3. Record of presenting problem for the individual experiencing a crisis including, but not limited to;
 - 4.1.4.3.1. Suicidal ideation;
 - 4.1.4.3.2. Homicidal ideation;
 - 4.1.4.3.3. Increased mental health symptoms such as increased psychosis, mania, or anxiety; and
 - 4.1.4.3.4. Other (Provide reason);
 - 4.1.4.4. Services provided;
 - 4.1.4.5. Location where service was provided;
 - 4.1.4.6. Length of time service or services provided;
 - 4.1.4.7. Was law enforcement involved for safety reasons;
 - 4.1.4.8. Was law enforcement involved for other reasons;
 - 4.1.4.9. Was there follow up with the individual by a peer support specialist within 48 hours post face-to-face intervention;
 - 4.1.4.10. Referral for ongoing mental health services following the immediate crisis was provided;

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EXHIBIT B

- 4.1.4.11. Outcome of service provided (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
- 4.1.4.12. Response time;
- 4.1.4.13. Referral source (e.g., CMHC; ED; law enforcement; individual/family);
- 4.2. The Contractor shall submit the reports required in Subsection 4.1 through the Department's Phoenix system within six (6) months of contract approval by the Governor and Executive Council, unless otherwise instructed on a temporary basis by the Department designee.
 - 4.2.1. The parties agree that quantifying losses arising from the Contractor's failure to use the Phoenix System would be difficult insofar as such failure may impact the ability to obtain timely data for reporting related to the Community Mental Health Agreement (CMHA) and timely service use comparisons to other Mobile Crisis Response Teams.
 - 4.2.2. If the Contractor fails to implement and maintain use of the Phoenix System within six (6) months of contract Effective Date, for each following month liquidated damages in the amount of \$1,000 will be deducted from any money due to the Contractor. Should the amount of money otherwise due to the Contractor be less than the amount of such liquidated damages, the Contractor shall be liable to the Department for such deficiency.
 - 4.2.3. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Department's harm caused by the Contractor's failure to use the Phoenix System would be impossible or very difficult to accurately estimate for this Contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from the Contractor's breach under this provision.
 - 4.2.4. Based upon the parties' experience, the importance of the use of the Phoenix system under this Contract is standardization of a data source used by the other Community Mental Health Centers, and timely access to data requests for, but not limited to, the CMHA, and other inquiries.
 - 4.2.5. The parties agree that liquidated damages are for the lack of timeliness and standardization, and for reimbursing the Department the cost of increased personnel time in order to manually collect, analyze and report data points. The increased time required inhibits the ability to engage in alternate projects and may result in payment of overtime and/or comp time for this additional work. Additionally, the Department risks a further citation from under the CHMA for delays in reporting data.

5. Performance Measures

- 5.1. The Contractor shall meet Department performance measures so that

EXHIBIT B



individuals experiencing a mental health crisis in their home or community will receive appropriate crisis services and supports by ensuring:

- 5.1.1. 100% of individuals identified as in need of face-to-face assessment from the mobile crisis team receive an in-home or in-community face-to-face assessment from the mobile crisis team within 60 minutes of calling the mobile crisis telephone triage number.
- 5.1.2. 100% of individuals not currently receiving mental health services from a qualified provider prior to contact with the mobile crisis team will be offered follow-up services and then referred to a mental health provider for follow-up services, as appropriate.
- 5.1.3. 70% of clients received a post crisis follow up from a peer support specialist within 48 hours of a face-to-face intervention.
- 5.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 5.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 5.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

- 6.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

6.2. Culturally and Linguistically Appropriate Services (CLAS)

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

6.3. Credits and Copyright Ownership

- 6.3.1. 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, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human

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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.”

- 6.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
- 6.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6.4. Operation of Facilities: Compliance with Laws and Regulations

- 6.4.1. 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.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. Books, records, documents and other electronic or physical 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.

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New Hampshire Department of Health and Human Services
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- 7.1.2. All records must 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.
- 7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. 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. 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.

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6/17/2020

Exhibit B-1

NH Mental Health Geographic Region VII

Communities Served

Auburn	Hooksett
Bedford	Londonderry
Candia	Manchester
Goffstown	New Boston



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds.
2. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 2.1. For Medicaid enrolled individuals through the DHHS Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at www.NHMMIS.NH.gov.
 - 2.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 2.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 2.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C-1 and C-2 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
 - 2.4.1. Invoices of this nature shall include general ledger detail indicating the Department is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
 - 2.4.1.1. First and last name of client.
 - 2.4.1.2. Date of birth.
 - 2.4.1.3. Medicaid ID number.
 - 2.4.1.4. Date of Service identifying date, units, and any possible third party reimbursement received.
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 Exhibits C-1, Budget through Exhibit C-2, Budget.
4. 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.
 - 4.1. Law enforcement is not an authorized expense.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed DHHS.DBHInvoicesMHS@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager - Tanja Godtfredsen
Department of Health and Human Services

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports



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129 Pleasant Street
Concord, NH 03301

6. 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. 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.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 B, Scope of Services.
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 Form 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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.

Mental Health Center of Greater Manchester

Exhibit C

Contractor Initials MM

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports



EXHIBIT C

-
- 12.3. 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.
 - 12.4. 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.
 - 12.5. 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.

Exhibit C-1

New Hampshire Department of Health and Human Services

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

Budget Request for: RFP-2021-DBH-04-MOBIL MOBILE CRISIS SERVICES AND SUPPORTS FOR COMMUNITY MENTAL HEALTH REGION VII

Budget Period: SFY21 (JULY 1, 2020 - JUNE 30, 2021)

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	\$ 1,539,235.40	\$ 153,923.54	\$ 1,693,158.94	\$ 704,434.40	\$ 70,443.44	\$ 774,877.84	\$ 834,801.00	\$ 83,480.10	\$ 918,281.10
2. Employee Benefits	\$ 441,957.00	\$ 44,195.70	\$ 486,152.70	\$ 214,555.72	\$ 21,455.57	\$ 236,011.29	\$ 227,401.28	\$ 22,740.13	\$ 250,141.41
3. Consultants	\$ 2,420.00	\$ 242.00	\$ 2,662.00	\$ 1,570.00	\$ 157.00	\$ 32,000.00	\$ 850.00	\$ 85.00	\$ 935.00
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 6,892.58	\$ 689.26	\$ 7,581.84	\$ 6,577.58	\$ 657.76	\$ 7,235.34	\$ 315.00	\$ 31.50	\$ 346.50
Purchase/Depreciation	\$ 54,350.42	\$ 5,435.04	\$ 59,785.46	\$ 45,958.00	\$ 4,595.80	\$ 50,553.80	\$ 8,402.42	\$ 840.24	\$ 9,242.66
5. Supplies:									
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ 2,143.00	\$ 214.30	\$ 2,357.30	\$ 2,857.00	\$ 285.70	\$ 3,142.70
Office	\$ 11,300.00	\$ 1,130.00	\$ 12,430.00	\$ 4,749.00	\$ 474.90	\$ 5,223.90	\$ 6,551.00	\$ 655.10	\$ 7,206.10
6. Travel	\$ 2,765.00	\$ 276.50	\$ 3,041.50	\$ 1,315.00	\$ 131.50	\$ 1,446.50	\$ 1,450.00	\$ 145.00	\$ 1,595.00
7. Occupancy:	\$ 204,643.00	\$ 20,464.30	\$ 225,107.30	\$ 106,964.00	\$ 10,696.40	\$ 117,649.40	\$ 97,689.00	\$ 9,768.90	\$ 107,457.90
8. Current Expenses									
Telephone	\$ 27,954.00	\$ 2,795.40	\$ 30,749.40	\$ 11,404.00	\$ 1,140.40	\$ 12,544.40	\$ 16,550.00	\$ 1,655.00	\$ 18,205.00
Postage	\$ 200.00	\$ 20.00	\$ 220.00	\$ 100.00	\$ 10.00	\$ 110.00	\$ 100.00	\$ 10.00	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,523.00	\$ 252.30	\$ 2,775.30	\$ 1,150.00	\$ 115.00	\$ 1,265.00	\$ 1,373.00	\$ 137.30	\$ 1,510.30
Insurance	\$ 3,223.00	\$ 322.30	\$ 3,545.30	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ 1,873.00	\$ 187.30	\$ 2,170.30
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 110,879.60	\$ 11,087.96	\$ 121,967.56	\$ 69,972.30	\$ 6,997.23	\$ 76,969.53	\$ 40,907.30	\$ 4,090.73	\$ 44,998.03
10. Marketing/Communications	\$ 1,651.00	\$ 165.10	\$ 1,816.10	\$ 836.00	\$ 83.60	\$ 919.60	\$ 815.00	\$ 81.50	\$ 896.50
11. Staff Education and Training	\$ 13,138.00	\$ 1,313.80	\$ 14,451.80	\$ 4,688.00	\$ 468.80	\$ 5,156.80	\$ 8,450.00	\$ 845.00	\$ 9,295.00
12. Subcontracts/Agreements/Consultants	\$ 16,000.00	\$ 1,600.00	\$ 16,500.00	\$ 9,466.00	\$ 946.60	\$ 10,412.60	\$ 5,534.00	\$ 553.40	\$ 6,087.40
13. Other - Security Services - Manchester Police	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 5,013.00	\$ 501.30	\$ 5,514.30	\$ 987.00	\$ 98.70	\$ 1,085.70
13a. Other - Building & Household Supplies	\$ 26,934.00	\$ 2,693.40	\$ 29,627.40	\$ 16,750.00	\$ 1,675.00	\$ 18,425.00	\$ 10,184.00	\$ 1,018.40	\$ 11,202.40
13b. Other - Food Supplies-Crisis Apartments	\$ 2,438.00	\$ 243.80	\$ 2,681.80	\$ 283.00	\$ 28.30	\$ 311.30	\$ 2,155.00	\$ 215.50	\$ 2,370.50
13c. Other - New Hire Expenses	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ 8,311.00	\$ 831.10	\$ 9,142.10	\$ 3,689.00	\$ 368.90	\$ 4,057.90
13d. Other - On Call Payments	\$ 101,000.00	\$ 10,100.00	\$ 111,100.00	\$ 84,382.00	\$ 8,438.20	\$ 92,820.20	\$ 16,618.00	\$ 1,661.80	\$ 18,280.00
TOTAL	\$ 2,589,514.00	\$ 258,951.20	\$ 2,848,465.20	\$ 1,299,882.00	\$ 129,988.20	\$ 1,429,870.20	\$ 1,289,652.00	\$ 128,966.00	\$ 1,418,618.00
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	49.8%

Exhibit C-2

New Hampshire Department of Health and Human Services

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

Budget Request for: RFP-2021-DBH-04-MOBIL MOBILE CRISIS SERVICES AND SUPPORTS FOR COMMUNITY MENTAL HEALTH REGION VII

Budget Period: SFY 22 (JULY 1, 2021 - JUNE 30, 2022)

Line Item	Total Program Costs			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	\$ 1,602,391.40	\$ 160,239.14	\$ 1,762,630.54	\$ 767,590.40	\$ 76,759.04	\$ 844,349.44	\$ 834,801.00	\$ 83,480.10	\$ 918,281.10
2. Employee Benefits	\$ 480,356.00	\$ 48,035.60	\$ 508,391.60	\$ 232,954.72	\$ 23,295.47	\$ 256,250.19	\$ 227,401.28	\$ 22,740.13	\$ 250,141.41
3. Consultants	\$ 2,420.00	\$ 242.00	\$ 2,662.00	\$ 1,570.00	\$ 157.00	\$ 32,000.00	\$ 850.00	\$ 85.00	\$ 935.00
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 8,092.58	\$ 809.26	\$ 8,901.84	\$ 7,777.58	\$ 777.76	\$ 8,555.34	\$ 315.00	\$ 31.50	\$ 346.50
Purchase/Depreciation	\$ 66,231.00	\$ 6,623.10	\$ 72,854.10	\$ 57,828.58	\$ 5,782.86	\$ 63,611.44	\$ 8,402.42	\$ 840.24	\$ 9,242.66
5. Supplies:									
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ 2,143.00	\$ 214.30	\$ 2,357.30	\$ 2,857.00	\$ 285.70	\$ 3,142.70
Office	\$ 11,300.00	\$ 1,130.00	\$ 12,430.00	\$ 4,749.00	\$ 474.90	\$ 5,223.90	\$ 6,551.00	\$ 655.10	\$ 7,206.10
6. Travel	\$ 2,765.00	\$ 276.50	\$ 3,041.50	\$ 1,315.00	\$ 131.50	\$ 1,446.50	\$ 1,450.00	\$ 145.00	\$ 1,595.00
7. Occupancy	\$ 209,643.00	\$ 20,964.30	\$ 230,607.30	\$ 111,964.00	\$ 11,196.40	\$ 123,160.40	\$ 97,689.00	\$ 9,768.90	\$ 107,457.90
8. Current Expenses									
Telephone	\$ 27,954.00	\$ 2,795.40	\$ 30,749.40	\$ 11,404.00	\$ 1,140.40	\$ 12,544.40	\$ 16,550.00	\$ 1,655.00	\$ 18,205.00
Postage	\$ 200.00	\$ 20.00	\$ 220.00	\$ 100.00	\$ 10.00	\$ 110.00	\$ 100.00	\$ 10.00	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 3,523.00	\$ 352.30	\$ 3,875.30	\$ 2,150.00	\$ 215.00	\$ 2,365.00	\$ 1,373.00	\$ 137.30	\$ 1,510.30
Insurance	\$ 3,430.00	\$ 343.00	\$ 3,773.00	\$ 1,457.00	\$ 145.70	\$ 1,602.70	\$ 1,973.00	\$ 197.30	\$ 2,170.30
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 112,879.60	\$ 11,287.96	\$ 124,167.56	\$ 71,972.30	\$ 7,197.23	\$ 79,169.53	\$ 40,907.30	\$ 4,090.73	\$ 44,998.03
10. Marketing/Communications	\$ 1,651.00	\$ 165.10	\$ 1,816.10	\$ 836.00	\$ 83.60	\$ 919.60	\$ 815.00	\$ 81.50	\$ 896.50
11. Staff Education and Training	\$ 13,630.00	\$ 1,363.00	\$ 14,993.00	\$ 5,180.00	\$ 518.00	\$ 5,698.00	\$ 8,450.00	\$ 845.00	\$ 9,295.00
12. Subcontracts/Agreements/Consultants	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	\$ 9,465.00	\$ 946.50	\$ 10,411.50	\$ 5,534.00	\$ 553.40	\$ 6,087.40
13. Other - Security Services - Manchester Police	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 5,013.00	\$ 501.30	\$ 5,514.30	\$ 987.00	\$ 98.70	\$ 1,085.70
13a. Other - Building & Household Supplies	\$ 29,934.00	\$ 2,993.40	\$ 32,927.40	\$ 19,750.00	\$ 1,975.00	\$ 21,725.00	\$ 10,184.00	\$ 1,018.40	\$ 11,202.40
13b. Other - Food Supplies-Crisis Apartments	\$ 2,938.00	\$ 293.80	\$ 3,231.80	\$ 783.00	\$ 78.30	\$ 861.30	\$ 2,155.00	\$ 215.50	\$ 2,370.50
13c. Other - New Hire Expenses	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ 8,311.00	\$ 831.10	\$ 9,142.10	\$ 3,689.00	\$ 368.90	\$ 4,057.90
13d. Other - On Call Payments	\$ 101,000.00	\$ 10,100.00	\$ 111,100.00	\$ 84,382.00	\$ 8,438.20	\$ 92,820.20	\$ 16,618.00	\$ 1,661.80	\$ 18,280.00
TOTAL	\$ 2,696,338.58	\$ 269,633.86	\$ 2,965,972.44	\$ 1,406,628.58	\$ 140,662.86	\$ 1,547,291.44	\$ 1,283,662.00	\$ 128,366.20	\$ 1,412,027.60
Indirect As A Percent of Direct									
		10.0%		10.0%		53.2%	10.0%		47.8%



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

[Signature]

New Hampshire Department of Health and Human Services
Exhibit D



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

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

401 Cypress St.	293 Wilson St.
Manchester, NH	Manchester, NH
03103	03103

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/17/2020
Date

William Rider
Name: William Rider
Title: President and CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/17/2020
Date

William Rider
Name: William Rider
Title: President and CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Handwritten Signature]



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/17/2020
Date

William Rider
Name: William Rider
Title: President and CEO

Vendor Initials WR



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

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

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

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

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

Exhibit G

Vendor Initials

WTH

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/17/2020
Date

William Rider
Name: William Rider
Title: President and CEO

Exhibit G

Vendor Initials

WR

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



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

6/17/2020
Date

William Rider
Name: William Rider
Title: President and CEO

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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

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

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

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

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Exhibit I

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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

6/18/20

Date

The Mental Health Center of Greater Manchester

Name of the Vendor

William Kider

Signature of Authorized Representative

William Kider

Name of Authorized Representative

President and CEO

Title of Authorized Representative

6/17/2020

Date

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6/17/2020



**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

6/17/2020
Date

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Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 073978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

A handwritten signature in black ink, appearing to be "J. [unclear]".

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Signature]

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

WTR

6/17/2020

State of New Hampshire

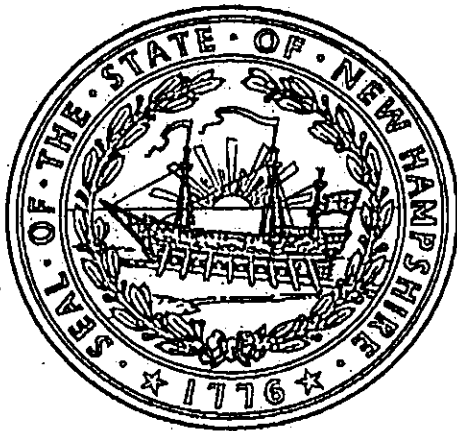
Department of State

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 "Wm 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: 6/17/2020



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2020

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

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

PRODUCER CGI Business Insurance 5 Dartmouth Drive Auburn NH 03032		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com FAX (A/C, No): (603) 622-4618	
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: Philadelphia Indemnity INSURER C: A.I.M. Mutual INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	ECC6004000298-2019A	09/12/2019	09/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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**

DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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.

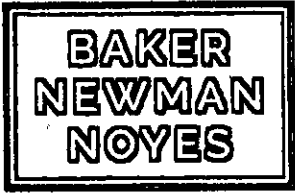
We offer hope and recovery through individualized, quality behavioral health services.

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.

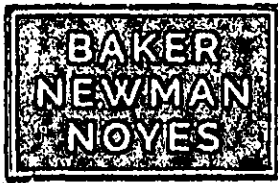
Area	Comments
Our Responsibilities With Regard to the Consolidated Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated April 19, 2019. Our audit of the consolidated financial 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	<p>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.</p> <p>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:</p> <p>In August 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-14, <i>Not-for-Profit Entities (Topic 958) (ASU 2016-14) – 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.</p>

Summary Audit Information (Continued)

Area	Comments																													
Accounting Policies and Practices (Continued)	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>																													
Audit Adjustments	<p>The following is a summary of recorded audit adjustments:</p> <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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Total impact	<u>\$86,378</u>	<u>\$ (105,106)</u>	<u>\$ 18,728</u>	<u>\$ 18,728</u>																										
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.



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
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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).

Page 2

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:

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.

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.

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.

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.

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.

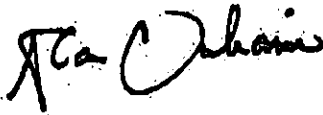
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Mr. William Rider, President and Chief Executive Officer
Mr. Paul Michaud, Vice President and Chief Financial Officer
The Mental Health Center of Greater Manchester
April 19, 2019

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



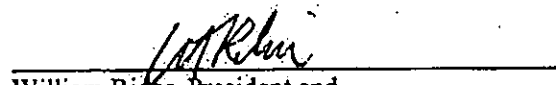
Alan R. Duhaime
Principal

Confirmed on behalf of:


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


Philip Hasting, Chair

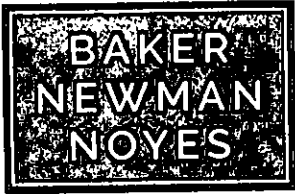
05/03/2019
Date


William Rider, President and
Chief Executive Officer

05/03/2019
Date


Paul Michaud, Vice President and
Chief Financial Officer

05/03/2019
Date



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.

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.

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.

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.mhcgmn.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.

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.

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.

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.

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


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.

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.

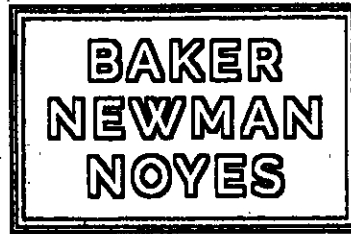
Manchester Mental Health Foundation, Inc. and Affiliates



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*

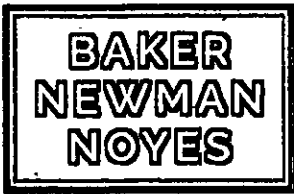
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**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

Property and equipment, net of
accumulated depreciation 14,349,362

Total assets \$28,360,102

LIABILITIES AND NET ASSETS

Current liabilities:

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2019

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

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

Year Ended June 30, 2019

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

	Mental Health									
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Elderly Services	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team
Personnel costs:										
Salary and wages	\$22,131,547	\$ 2,199,292	\$19,896,260	\$3,391,466	\$ 142,196	\$1,725,550	\$ 313,528	\$1,076,868	\$5,304,872	\$2,532,987
Employee benefits	4,878,479	548,608	4,322,012	842,688	37,992	325,101	84,182	110,585	1,200,122	603,992
Payroll taxes	1,652,808	154,794	1,495,260	257,831	10,764	127,120	24,055	81,746	393,563	187,668
	<u>28,662,834</u>	<u>2,902,694</u>	<u>25,713,532</u>	<u>4,491,985</u>	<u>190,952</u>	<u>2,177,771</u>	<u>421,765</u>	<u>1,269,199</u>	<u>6,898,557</u>	<u>3,324,647</u>
Professional fees:										
Client evaluation/services	237,139	62,773	174,366	(5,292)	612	-	2,984	34,482	33,556	7,450
Audit fees	59,765	5,124	48,876	8,656	693	3,715	1,134	3,146	13,172	6,912
Legal fees	23,135	2,033	20,902	1,631	168	1,356	1,391	579	9,266	4,366
Other professional fees/consultants	124,195	20,412	64,183	11,109	1,313	5,901	1,608	3,727	14,553	8,400
Staff development and training:										
Journals and publications	11,694	2,182	9,512	1,385	112	550	168	717	1,944	1,024
Conferences/conventions	86,368	14,140	72,228	15,273	439	3,395	390	1,313	15,111	9,657
Other staff development	180,379	34,678	145,701	2,621	413	8,793	18,549	1,699	29,857	23,256
Occupancy costs:										
Rent	9,607	9,607	-	-	-	-	-	-	-	-
Heating costs	13,294	-	7,932	-	-	-	-	-	-	-
Other utilities	409,302	9,713	227,804	-	6,536	26,251	9,289	-	41,237	18,890
Maintenance and repairs	775,577	15,145	470,913	-	13,391	32,589	19,043	722	91,727	39,790
Other occupancy costs	220,740	54	38,403	1,995	-	126	-	-	140	-
Consumable supplies:										
Office	250,594	52,905	196,414	22,100	1,168	6,558	4,477	13,350	43,608	11,662
Building/household	73,309	2,469	61,863	180	837	5,498	1,206	63	5,556	2,556
Educational/training	634,425	3,151	631,274	23,038	5,906	26,006	2,651	5,562	186,945	41,484
Food	102,540	911	74,018	318	2	170	142	7	116	37
Medical	72,948	(15)	72,963	264	(2)	(11)	(3)	(9)	17,173	(20)
Other consumable supplies	619,879	83,566	536,313	89,884	7,775	41,645	13,290	35,535	144,812	73,978
Depreciation - equipment	227,056	18,393	208,663	39,014	6,135	10,824	8,227	10,626	45,748	29,600
Depreciation - building	443,617	8,611	195,875	5,613	6,666	7,650	9,039	3,217	43,916	18,154
Equipment maintenance	26,205	5,006	21,199	2,849	168	912	506	1,391	6,144	2,291
Advertising	69,661	8,012	61,599	9,733	913	4,130	1,261	4,453	14,592	7,684
Printing	34,818	3,150	31,668	5,623	235	2,320	414	4,235	6,818	2,048
Telephone/communication	381,255	29,242	352,013	51,674	7,790	25,660	16,365	25,956	83,408	42,425
Postage and shipping	49,408	25,282	24,126	3,784	330	2,374	496	1,369	5,744	3,022
Transportation:										
Staff	206,686	2,983	203,311	37,771	136	22,048	12,151	498	26,866	76,391
Clients	6,898	-	6,898	-	-	47	-	3	42	-
Insurance:										
Malpractice and bonding	63,965	5,849	56,808	10,061	806	4,318	1,318	3,656	15,309	8,034
Vehicles	15,885	1,507	14,378	2,546	213	1,093	334	923	3,867	2,034
Comprehensive property/liability	123,987	11,367	108,420	19,202	1,491	8,241	2,516	6,988	29,254	15,332
Membership dues	44,628	5,412	34,416	5,146	449	2,209	674	1,862	7,802	4,110
Interest expense	256,944	-	-	-	-	-	-	-	-	-
Other expenditures	198,242	21,861	84,088	27,697	969	11,883	3,628	10,351	43,142	23,134
Total expenditures	<u>34,716,979</u>	<u>3,368,217</u>	<u>29,970,659</u>	<u>4,885,860</u>	<u>256,616</u>	<u>2,444,022</u>	<u>555,013</u>	<u>1,445,620</u>	<u>7,879,982</u>	<u>3,808,348</u>
Administration allocation	<u>-</u>	<u>(3,368,217)</u>	<u>3,368,217</u>	<u>550,681</u>	<u>32,540</u>	<u>283,309</u>	<u>59,754</u>	<u>166,932</u>	<u>879,795</u>	<u>434,087</u>
Total expenses	<u>\$34,716,979</u>	<u>\$ -</u>	<u>\$33,338,876</u>	<u>\$5,436,541</u>	<u>\$ 289,156</u>	<u>\$2,727,331</u>	<u>\$ 614,767</u>	<u>\$1,612,552</u>	<u>\$8,759,777</u>	<u>\$4,242,435</u>

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

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2019

Cash flows from operating activities:	
Change in net assets	\$ 468,313
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	670,673
Amortization of debt issuance costs	10,461
Restricted contributions	(6,418)
Net realized and unrealized gains on investments	(123,950)
Change in operating assets and liabilities:	
Accounts receivable, net	(427,944)
Other accounts receivable	(277,817)
Prepaid expenses	(100,706)
Accounts payable	187,691
Accrued payroll, vacation and other accruals	489,304
Deferred revenue	111,302
Accrual for estimated third-party payor settlements	249,469
Amounts held for patients and other deposits	2,031
Postretirement benefit obligation	(2,553)
Extended illness leave	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 charge to the valuation allowance and a credit to accounts receivable.

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

Property and Equipment

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

Debt Issuance Costs

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Vacation Pay and Fringe Benefits

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

Program Service Fees

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

Rental Income

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

State and Federal Grant Revenue and Expenditures

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

Other Income

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Performance Indicator

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

Net Assets With Donor Restrictions

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

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

Assets Whose Use is Limited or Restricted

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

Investments and Investment Income

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Investment Return Objectives, Risk Parameters and Strategies

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

Spending Policy for Appropriation of Assets for Expenditure

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

Retirement Benefits

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

Extended Illness Leave Plan

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

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

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

Postretirement Health Benefit Plan

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

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

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

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

Malpractice Loss Contingencies

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Functional Expense Allocation

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

Recent Accounting Pronouncements

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

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

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

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

Subsequent Events

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

2. Program Service Fees From Third-Party Payors

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

3. Accounts Receivable

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

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

4. Investments and Assets Whose Use is Limited or Restricted

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

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

Investments

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

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

Assets Whose Use is Limited or Restricted

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

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

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

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

5. Fair Value Measurements

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

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

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

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

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

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

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

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

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

Mutual funds

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

Common Stock

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

6. Property and Equipment

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

Operating properties:

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

Commercial rental properties:

Land	315,876
Buildings and improvements	<u>3,874,524</u>
	4,190,400
Less accumulated depreciation	<u>(178,943)</u>
	<u>4,011,457</u>
	<u>\$14,349,362</u>

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

7. Deferred Revenue

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

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

8. Line of Credit

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

9. Long-Term Debt

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

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

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

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

10. Lease Obligations

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

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

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

11. Leases in Financial Statements of Lessors

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

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

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

12. Concentrations of Credit Risk

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

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

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

13. Net Assets With Donor Restrictions

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

Purpose restriction:	
Educational scholarships and program related activities	\$187,195
Perpetual in nature:	
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>
	<u>\$419,492</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

14. Liquidity and Availability

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

Financial assets at year end:

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

Financial assets available to meet general
expenditures within one year

\$12,607,950

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

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 5,906,396	\$ 29,418	\$126,651	\$ —	\$ 6,062,465
Restricted cash	454,345	—	33,173	—	487,518
Accounts receivable, net	1,714,057	—	—	—	1,714,057
Other accounts receivable	757,632	—	(2,479)	—	755,153
Due from affiliate	210,400	—	—	(210,400)	—
Investments – short-term	250,000	—	—	—	250,000
Prepaid expenses	<u>495,089</u>	<u>—</u>	<u>691</u>	<u>—</u>	<u>495,780</u>
Total current assets	9,787,919	29,418	158,036	(210,400)	9,764,973
Investments – long-term	—	3,826,275	—	—	3,826,275
Assets whose use is limited or restricted	—	419,492	—	—	419,492
Property and equipment, net of accumulated depreciation	14,199,392	—	149,970	—	14,349,362
 Total assets	 <u>\$23,987,311</u>	 <u>\$4,275,185</u>	 <u>\$308,006</u>	 <u>\$(210,400)</u>	 <u>\$28,360,102</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 375,033	\$ —	\$ 2,295	\$ —	\$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	—	—	3,740,354
Deferred revenue	157,461	—	—	—	157,461
Accrual for estimated third-party payor settlements	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

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Loss from operations	\$ (17,449)	\$ —	\$ —	\$ (50,716)	\$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	—	—	—	403,191
Rental property expense	(367,083)	—	—	—	(367,083)
Contributions	273,353	15,172	6,418	—	294,943
Net investment return	—	207,272	22,404	—	229,676
Dues	—	(4,800)	—	—	(4,800)
Donations to charitable organizations	—	—	(16,500)	—	(16,500)
Miscellaneous expenses	<u>—</u>	<u>(2,949)</u>	<u>—</u>	<u>—</u>	<u>(2,949)</u>
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							
	Total Agency	Admini- stration	Total Center Programs	Child and Adolescents	Elderly Services	Emergency Services	Vocational Services	Non- Eligibles
Program service fees:								
Net client fees	\$ 371,054	\$ —	\$ 371,054	\$ 57,629	\$ (30,131)	\$ 74,775	\$ 10,467	\$ (33,806)
HMO's	1,537,915	—	1,537,915	291,142	26,245	281,882	—	333,349
Blue Cross/Blue Shield	2,111,774	—	2,111,774	303,611	62,836	344,591	—	395,569
Medicaid	16,632,486	—	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	—	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	—	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	<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
2019 – 2020**

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

Lizab  th 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, Lavalley Brensinger Architects
Term 6 yrs. 10/2015-9/2021

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

Theresa Ryan, President, Pater Real Estate Management Co., Inc.
Term 6 yrs. 10/2014-9/2020

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
2019 – 2020**

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

Shannon Sullivan, Consolidated Communications
Term 6 yrs. 10/2014-9/2020

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.

JENNIFER L. DE VOE

LICENSURE

Licensed Clinical Mental Health Counselor (#579)

RECOGNITIONS

Awarded the *Royal Recognition Customer Service Award* in 2012 at the annual Mental Health Center of Greater Manchester Employee Recognition Event

TRAINING

The Mental Health Center of Greater Manchester

Provide a number of Skill Enrichment Series trainings for both internal staff and external mental health professionals in a variety of evidence-based practices such as: *Stages of Change, Motivational Interviewing, Integrated Treatment of Co-Occurring Disorder, Assertive Community Treatment, and Illness Management and Recovery.*

Canadian Mental Health Association, Vancouver, B.C.

Provided four-day consultation, training, and formal presentation to CMHA staff on the implementation of a supported employment program for individuals with psychiatric disabilities entitled The Individual Placement and Support Program. January 2001.

EMPLOYMENT

The Mental Health Center of Greater Manchester, Manchester, NH *VP of Quality Improvement, Compliance, and EMR*

Serve as a member of the agency's Senior Leadership Team and responsible for direct oversight of the QI, Medical Records, and EMR Departments. Serve as Compliance Officer, provide compliance training to agency staff, and chair the agency's Corporate Compliance Committee. Serve as complaints manager. Attend meetings with the Board of Directors and contribute to the Board's efforts in governing the agency. Advise the President/CEO of opportunities and trends within the environment the agency operates and make recommendations towards improving the quality of care and services the agency offers. December 2019-present.

The Mental Health Center of Greater Manchester, Manchester, NH *QI Coordinator*

Worked closely with the VP of Quality Improvement and Compliance as well as the QI Director to oversee record audits, site reviews, and quality improvement plans. Served as a complaints manager as well as a member of several committees which serve to improve the overall quality of work within the agency. Worked with the EMR Director as it relates to all forms, reports, trainings, and data reporting through the agency's electronic medical record. January 2019-November 2019.

The Mental Health Center of Greater Manchester, Manchester, NH *Coordinator of Intake/Community Connections Program*

Manage the adult intake department within the agency's Community Support Services Program in addition to the agency's mental health court program. Supervise 7 clinical staff among the 2 programs and provide licensure supervision to 2 clinicians from the Adult Level 3 team. Continue

to serve as the agency liaison to Deaf Services of NH and The Moore Center. Current member of the Avatar Clinical Team. January 2018-January 2019.

The Mental Health Center of Greater Manchester, Manchester, NH
Coordinator of Adult Level 3 Services/Intake/Community Connections Program
 Managed 3 clinical programs including a team that provides outpatient therapy and case management, an intake program, and a mental health court program. Supervised 15 clinical staff among the 3 programs (licensure supervision to 2 of the 15) in addition to supervision for 2 prescribers on the team. Served as agency liaison to Deaf Services of NH and The Moore Center. August 2014-December 2017.

The Mental Health Center of Greater Manchester, Manchester, NH
Assistant Coordinator of ACT teams and NHH Liaison
 Co-managed 2 assertive community treatment teams, one of which is a dual-diagnosis team. Supervised 8 clinical case managers and provided licensure supervision for 1 of the 8. Served as region 7 liaison to NHH. Provided information, attended treatment team meetings, and communicated effectively with NHH staff regarding discharge planning of mutual clients. May 2009-August 2014.

The Mental Health Center of Greater Manchester, Manchester, NH
Intake Clinician and NHH Liaison
 Conducted intake assessments for Level 2/3 services, which included administration of the Beck Depression Inventory and Structured Clinical Interview. Completed all documentation pertinent to the initial stages of treatment. March 2007-May 2009.

Southern New Hampshire University, Manchester, NH
Instructor and Internship Coordinator
 Served as instructor for the Program in Community Mental Health's Practicum course, which is designed to give students the opportunity to gain first-hand experience practicing those skills introduced in the courses Helping Relationships and Diagnosis and Assessment. Assisted students in obtaining and maintaining graduate level clinical internships. September 2003 - January 2009.

The Mental Health Center of Greater Manchester, Manchester, NH
Clinical Case Manager and Intake Clinician
 Provided individual therapy to consumers with primary Axis II diagnoses. Performed services such as treatment planning, crisis intervention, and case management. Completed all documentation pertinent to treatment and worked closely with the treatment team to ensure quality care. Served as group leader for the agency's Trauma Recovery and DBT (Dialectical Behavioral Therapy) groups. Addressed substance use disorders through the utilization of treatment approaches such as Stages of Change and

Motivational Enhancement Therapy. Utilized cognitive-behavioral therapy for individuals with Axis I eating disorders. Conducted intake assessments for Level 2/3 services. July 2001 – December 2006.

The Mental Health Center of Greater Manchester, Manchester, NH

Individual Placement and Support Team Leader

Assisted with the supervision of 8 employment specialists as well as the overall running of the Individual Placement and Support Program. In addition, performed all duties related to the position of employment specialist. August 1999 – July 2001.

The Mental Health Center of Greater Manchester, Manchester, NH

Individual Placement and Support Employment Specialist

Assisted consumers in seeking and maintaining competitive employment within community settings. Services included job search activities, resume writing, interview preparation, job coaching, conflict resolution, and networking. Worked closely with individuals and their treatment team to develop appropriate vocational goals. Maintained monthly progress notes and attended weekly meetings with both therapists and psychiatrists. February 1998 – July 2001.

The Mental Health Center of Greater Manchester, Manchester, NH

Residential Specialist

Provided services such as symptom management and medication education to consumers living in supervised residences and Co-op apartments. June 1996 – February 1998.

EDUCATION

Trinity College of Vermont, Burlington, VT

Master of Science in Community Mental Health. July 2001.

Saint Michael's College, Colchester, VT

Bachelor of Arts in Psychology, *magna cum laude*. May 1996

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.

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*)

- **FELLOWSHIP**

PGY V year (Geriatric Psychiatry Fellowship)
University of Virginia
Department of Psychiatry
Charlottesville, Virginia
1999-2000
under the direction of *Dr Suzanne Holroyd*

- **INTERNSHIP/RESIDENCY**

PGY IV year (Psychiatry)
University of Virginia Medical Center
Department of Psychiatry
Charlottesville, Virginia
1998-1999
included a rotation in Community Psychiatry at the Region 10 CSB (Community Service Board) under the direction of *Dr Moody*

PGY I-III years (Psychiatry)
Dartmouth-Hitchcock Medical Center
Department of Psychiatry
Lebanon, New Hampshire
1995-1998
included a five month rotation through the New Hampshire State Hospital under the direction of *Dr Vidaver* and a year's rotation in Community Psychiatry at the Mental Health Center of Greater Manchester under the direction of *Dr Potenza*

- **INTERNSHIP (SOUTH AFRICA)**

Baragwanath Hospital
Departments of Medicine and Surgery
Soweto, Gauteng
Republic of South Africa
1994

- **MEDICAL SCHOOL**

University of the Witwatersrand Medical School
Parktown, Johannesburg
Republic of South Africa
1986-1993

• **DEGREES**

MBBCh (Bachelor of Medicine and Bachelor of Surgery)
conferred 12/01/1993
BSc Med (Bachelor of Science in Medicine)
conferred 05/08/1990

• **AWARDS**

AMA Physician's Recognition Award 1998
University Council Certificate of Merit
conferred 05/12/1986
Standard Bank University Scholarship
Rotary International Foreign Exchange Student 1985 (to Medina, OH)
Standard Bank Scholar of the Year 1984

• **PROFESSIONAL REGISTRATIONS (SOUTH AFRICA)**

issued by the *South African Medical and Dental Council*
Student-Intern number IN 23009*5 (issued 12/31/1992)
Intern number IN 27723 (issued 06/12/1993)
Medical Practitioner number MP 0410195 (issued 12/31/1994)

• **PROFESSIONAL REGISTRATIONS (USA)**

issued by the *Commonwealth of Virginia Board of Medicine*
Medical License number 0101 058354 (issued 08/07/1998)

issued by the *New Hampshire Board of Medicine*
Medical license number 10459 (issued 11/04/1998)

• **US MEDICAL and PSYCHIATRIC EXAMINATIONS COMPLETED**

ABPN (*American Board of Psychiatry and Neurology*) *Certificate* number 48990 (expires December 31, 2020)

ABPN (*American Board of Psychiatry and Neurology*) *Subspecialty Certificate in Geriatric Psychiatry* number 2589 (expires 2012)

ABPN (*American Board of Psychiatry and Neurology*) *Part I* November 3, 1999 (first attempt)

ABPN (*American Board of Psychiatry and Neurology*) *Part II* September 19, 2000 (first attempt)

ABPN (*American Board of Psychiatry and Neurology*) *Subspecialty Certification in Geriatric Psychiatry* April 15, 2002 (first attempt)

FMGEMS Basic Science January 1993 (first attempt)

FMGEMS Clinical Science July 1993 (first attempt)

USMLE Part One June 1997 (first attempt)

USMLE Part Two August 1996 (first attempt)
USMLE Part Three December 1997 (first attempt)

ECFMG Certificate number 0-492-301-7 (with permanent revalidation)



• **PUBLICATIONS**

Holroyd S, Turnbull Q, Wolf A. 2002. What are the patients and their families told about the diagnosis of dementia? Results of a family survey. *Int J Geriatr Psychiatry* 17: 218-221

Turnbull Q, Wolf AM, Holroyd S. 2003. Attitudes of elderly subjects towards "truth telling for the diagnosis of Alzheimer's Disease. *J Geriatr Psychiatry Neurol* 16(2):90-3

William T. Rider

Objective

To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester

401 Cypress St. Manchester, NH 03103 (603) 668-4111

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

Carroll County Mental Health

25 West Main St. Conway NH 03818

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

New Hampshire Hospital

24 Clinton St

Concord NH 03301

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

Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity

Granite Pathways: Vice Chair, Board of Directors

Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

CONTRACTOR NAME:
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

NAME OF PROGRAM:
MOBILE CRISIS SERVICES & SUPPORT

KEY ADMINISTRATIVE PERSONNEL:

BUDGET PERIODS: SFY 2021 And SFY 2022

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
QUENTIN TURNBULL	CHIEF MEDICAL OFFICER	\$ 167,750	2.00 %	\$ 3,355
WILLIAM RIDER	PRESIDENT / CEO	\$ 173,591	3.75 %	\$ 6,510
PATRICIA CARTY	EXECUTIVE VP / COO	\$ 114,446	8.00 %	\$ 9,155
PAUL MICHAUD	VP FINANCE / CFO	\$ 127,556	2.00 %	\$ 2,551
JENNIFER De VOE	VP QUALITY IMPROVEMENT & COMPLIANCE	\$ 95,742	5.00 %	\$ 4,787