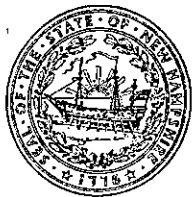


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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 1, 2018

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, Bureau of Mental Health Services to exercise a renewal option to an existing agreement with The Mental Health Center of Greater Manchester, Inc. (Vendor # 177184), 401 Cypress Street, Manchester, NH 03103-3628, by increasing the price limitation by \$1,345,249 from \$2,657,300 to \$4,002,549 and by extending the contract completion date from June 30, 2018 to June 30, 2019, upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on June 15, 2016 (Item #8). 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval if needed and justified.

05-095-092-920010-59450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

State Fiscal Year	Class/Object	Title	Current Amount	Increase Amount	Revised Amount
2017	102-502664	Contracts for Program Services	\$1,312,051	\$0	\$1,312,051
2018	102-502664	Contracts for Program Services	\$1,345,249	\$0	\$1,345,249
		Subtotal	\$2,657,300	\$0	\$2,657,300

05-095-092-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class/Object	Title	Current Amount	Increase Amount	Revised Amount
2019	102-500731	Contracts for Program Services	\$0	\$1,345,249	\$1,345,249
		Subtotal	\$0	\$1,345,249	\$4,002,549
		Total	\$2,657,300	\$1,345,249	\$4,002,549

EXPLANATION

This request is for a one-year renewal of a current contract for Mobile Crisis Services and Supports to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorders, in the New Hampshire Community Mental Health Region VII, which includes Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry and New Boston.

The Division for Behavioral Health is New Hampshire's single state mental health authority. The Division for Behavioral Health seeks to promote full community inclusion for adults (18 years or older) who have 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 Division for Behavioral Health has implemented the Mobile Crisis Services and Supports contract for the provision of two (2), two-bedroom, community crisis apartments, a mobile crisis team and timely accessible services and supports to individuals 18 years and older experiencing a mental health crisis in NH Community Mental Health Region VII.

The contractor will continue to provide services that provide crisis stabilization and case management services. The contractor will continue to provide a central phone triage system, where trained clinicians complete an initial risk assessment to decide the type of services and/or supports the individual may need as well as two (2), two-bedroom, mobile crisis apartments which can be an alternative to hospitalization and/or institutionalization.

The contractor will continue to collaborate and coordinate with law enforcement personnel to respond to individuals in a mental health crisis when law enforcement is involved. Additionally, the contractor will have the ability to respond to requests for crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. Once the contractor is involved with a case, services and supports can be provided for up to seven (7) days following the onset of the crisis to ensure individuals remain stable and in the community.

This contract was competitively bid. The Department published a Request for Proposals on December 7, 2015 to solicit proposals from vendors to provide Mobile Crisis Services and Supports, in the New Hampshire Community Mental Health Region VII, to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. The request for proposals was available on the Department of Health and Human Services website from December 7, 2015 through January 29, 2016. Two proposals were received.

The attached renewal is for the provision of services for one (1) year, which will exercise one (1) year of the two (2) years of renewals available through this contract. This location will be re-procured after this renewal.

Should Governor and Executive Council not approve this contract, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan, and individuals experiencing a mental health crisis could be placed in hospitals or long term facilities which could result in higher costs to the State.

Area Served: Community Mental Health Region VII (Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry and New Boston)

Source of Funds: 100% General Funds

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Manchester and Surrounding Towns**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Mobile Crisis Services and Supports, Manchester and Surrounding Towns**

This 1st Amendment to the Mobile Crisis Services and Supports, Manchester and Surrounding Towns contract (hereinafter referred to as "Amendment One") dated this 31st day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 401 Cypress Street, Manchester, NH 03103-3628.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2016, Item# 8, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions Paragraph 4) the State may modify the term of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise one (1) year of the two-year extension term allowed under the agreement to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$4,002,549.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. This agreement is further amended by adding Exhibit K "DHHS INFORMATION SECURITY REQUIREMENTS".



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Manchester and Surrounding Towns**

6. This agreement is further amended by adding 2.8.1 "Ensure that all collaboration and coordination with law enforcement personnel follows the requirements of 45 CFR 164.512 or is with the consent of the individual as required by applicable state rule, and state and federal law.
7. This agreement is further amended by striking the period after "requirements" and adding "and the requirements of 42 CFR Part 2 requirements."
8. This agreement is further amended by adding "5.1.1 The Contractor shall comply with all of the requirements of 42 CFR Part 2 relating to safeguarding substance use disorder information as if applicable.
9. This agreement is further amended by adding "5.2.1. The Contractor shall comply with all the requirements of "Rights of Individuals Receiving Mental Health Services in the Community" He-M 309, if applicable.

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**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Manchester and Surrounding Towns**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/1/18
Date

[Signature]
Katja S. Fox
Director, NH DHHS Division for Behavioral Health

CONTRACTOR NAME
The Mental Health Center of Greater Manchester

4/27/18
Date

[Signature]
Name: William Rider
Title: President/Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 4/27/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Joanne C. Ducloux, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9/18/18

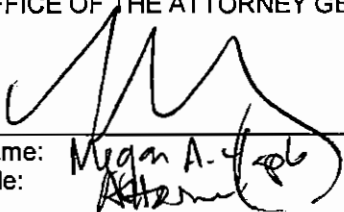


**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Manchester and Surrounding Towns**

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

OFFICE OF THE ATTORNEY GENERAL

5/19/18
Date


Name: Megan A. Felt
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS
 (Name of RFP)

Budget Period: JULY 1, 2018 - JUNE 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 1,271,915.00	\$ 131,101.00	\$ 1,403,016.00	\$ 516,114.00	\$ 50,001.00	\$ 566,115.00	\$ 755,801.00	\$ 81,100.00	\$ 836,901.00
2. Employee Benefits	\$ 343,230.00	\$ 35,885.00	\$ 379,115.00	\$ 157,154.00	\$ 15,185.00	\$ 172,339.00	\$ 186,076.00	\$ 20,700.00	\$ 206,776.00
3. Consultants	\$ 51,500.00	\$ 4,500.00	\$ 56,000.00	\$ 11,500.00	\$ 1,500.00	\$ 13,000.00	\$ 40,000.00	\$ 3,000.00	\$ 43,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 6,875.00	\$ 1,265.00	\$ 8,140.00	\$ 1,175.00	\$ 375.00	\$ 1,550.00	\$ 5,500.00	\$ 890.00	\$ 6,390.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 200.00	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,500.00	\$ 250.00	\$ 1,750.00	\$ 500.00	\$ 100.00	\$ 600.00	\$ 1,000.00	\$ 150.00	\$ 1,150.00
Office	\$ 16,300.00	\$ 1,750.00	\$ 18,050.00	\$ 6,850.00	\$ 700.00	\$ 7,550.00	\$ 9,450.00	\$ 1,050.00	\$ 10,500.00
6. Travel	\$ 8,250.00	\$ 811.00	\$ 9,061.00	\$ 3,400.00	\$ 300.00	\$ 3,700.00	\$ 4,850.00	\$ 511.00	\$ 5,361.00
7. Occupancy	\$ 127,289.00	\$ 15,000.00	\$ 142,289.00	\$ 69,800.00	\$ 11,098.00	\$ 80,898.00	\$ 57,489.00	\$ 3,902.00	\$ 61,391.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 25,135.00	\$ 2,970.00	\$ 28,105.00	\$ 8,585.00	\$ 975.00	\$ 9,560.00	\$ 16,550.00	\$ 1,995.00	\$ 18,545.00
Postage	\$ -	\$ 900.00	\$ 900.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 500.00	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,523.00	\$ 360.00	\$ 2,883.00	\$ 1,150.00	\$ 185.00	\$ 1,335.00	\$ 1,373.00	\$ 175.00	\$ 1,548.00
Insurance	\$ 3,722.00	\$ 625.00	\$ 4,347.00	\$ 1,250.00	\$ 225.00	\$ 1,475.00	\$ 2,472.00	\$ 400.00	\$ 2,872.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 61,000.00	\$ 8,500.00	\$ 69,500.00	\$ 26,500.00	\$ 4,000.00	\$ 30,500.00	\$ 34,500.00	\$ 4,500.00	\$ 39,000.00
10. Marketing/Communications	\$ 800.00	\$ 90.00	\$ 890.00	\$ 200.00	\$ 40.00	\$ 240.00	\$ 600.00	\$ 50.00	\$ 650.00
11. Staff Education and Training	\$ 31,100.00	\$ 3,100.00	\$ 34,200.00	\$ 12,650.00	\$ 1,100.00	\$ 13,750.00	\$ 18,450.00	\$ 2,000.00	\$ 20,450.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other - Security Services - Manchester Police	\$ 114,000.00	\$ 11,300.00	\$ 125,300.00	\$ 42,000.00	\$ 3,800.00	\$ 45,800.00	\$ 72,000.00	\$ 7,500.00	\$ 79,500.00
13a. Other - Building & Household Supplies	\$ 15,525.00	\$ 1,779.00	\$ 17,304.00	\$ 6,750.00	\$ 744.00	\$ 7,494.00	\$ 8,775.00	\$ 1,035.00	\$ 9,810.00
13b. Other - Food Supplies-Crisis Apartments	\$ 805.00	\$ 165.00	\$ 970.00	\$ 225.00	\$ 40.00	\$ 265.00	\$ 580.00	\$ 125.00	\$ 705.00
TOTAL	\$ 2,081,269.00	\$ 220,651.00	\$ 2,301,920.00	\$ 865,803.00	\$ 90,868.00	\$ 975,671.00	\$ 1,215,466.00	\$ 129,783.00	\$ 1,345,249.00
Indirect As A Percent of Direct		10.6%			10.5%	42.4%		10.7%	58.4%

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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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/doiit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.



- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

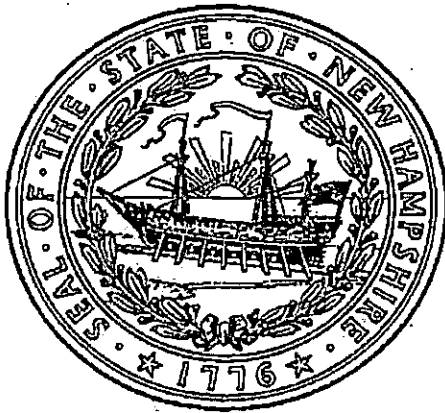
Department of State

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 : 0004080433



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 24, 2018.
(Date)

RESOLVED: That the President/Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of April, 2018.
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

Philip Hastings
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 27th day of April, 2018,

By Philip Hastings
(Name of Elected Officer of the Agency)

Joanne C. Duclos
Joanne Duclos
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/18/18

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018

Guiding Values and Principles

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental 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.

Mission

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of mental 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 mental health treatment integrated within our community.

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

COMBINING FINANCIAL STATEMENTS

June 30, 2017

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
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June 30, 2017

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2017, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on pages 20 through 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
October 13, 2017

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2017

<u>ASSETS</u>				
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 8,194,042	\$ 18,763	\$ -	\$ 8,212,805
Accounts Receivable, net	1,296,512	-	-	1,296,512
Other Accounts Receivable	801,672	55,585	(55,585)	801,672
Grant Receivable	75,885	-	-	75,885
Investments	-	3,590,460	-	3,590,460
Prepaid Expenses	137,302	-	-	137,302
TOTAL CURRENT ASSETS	<u>10,505,413</u>	<u>3,664,808</u>	<u>(55,585)</u>	<u>14,114,636</u>
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	<u>4,736,260</u>	<u>-</u>	<u>-</u>	<u>4,736,260</u>
TOTAL ASSETS	<u>\$ 15,241,673</u>	<u>\$ 3,664,808</u>	<u>\$ (55,585)</u>	<u>\$ 18,850,896</u>
 <u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 360,968	\$ -	\$ -	\$ 360,968
Due To Affiliate	55,585	-	(55,585)	-
Accrued Payroll & Vacation, other accruals	3,362,471	710	-	3,363,181
Deferred Revenue	74,142	-	-	74,142
Amounts held for Patients and Other Deposits	7,709	-	-	7,709
TOTAL CURRENT LIABILITIES	<u>3,860,875</u>	<u>710</u>	<u>(55,585)</u>	<u>3,806,000</u>
EXTENDED ILLNESS LEAVE, Long term	<u>397,240</u>	<u>-</u>	<u>-</u>	<u>397,240</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>72,950</u>	<u>-</u>	<u>-</u>	<u>72,950</u>
NET ASSETS				
Unrestricted	10,910,608	3,344,409	-	14,255,017
Temporarily restricted	-	87,392	-	87,392
Permanently restricted	-	232,297	-	232,297
TOTAL NET ASSETS	<u>10,910,608</u>	<u>3,664,098</u>	<u>-</u>	<u>14,574,706</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,241,673</u>	<u>\$ 3,664,808</u>	<u>\$ (55,585)</u>	<u>\$ 18,850,896</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2017

	MHCGM		Foundation		Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted	Permanently Restricted		
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 22,578,451	\$ -	\$ -	\$ -	\$ -	\$ 22,578,451
Fees and Grants from Governmental Agencies	1,986,543	-	-	-	-	1,986,543
Rental Income	129,084	-	-	-	-	129,084
Other Income	3,559,159	-	-	-	-	3,559,159
TOTAL REVENUE AND OTHER SUPPORT	28,253,237	-	-	-	-	28,253,237
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	4,273,799	-	-	-	-	4,273,799
Elderly	298,415	-	-	-	-	298,415
Emergency Services	1,882,552	-	-	-	-	1,882,552
Vocational Services	572,426	-	-	-	-	572,426
Non-Eligibles	1,472,179	-	-	-	-	1,472,179
Multi-Service Team	6,814,153	-	-	-	-	6,814,153
ACT Team	3,142,050	-	-	-	-	3,142,050
Crisis Unit	3,819,832	-	-	-	-	3,819,832
Community Residences & Support Living	1,324,370	-	-	-	-	1,324,370
Other	1,052,422	-	-	-	-	1,052,422
Total Program Services	24,652,198	-	-	-	-	24,652,198
Supporting Services						
Management and General	3,058,686	-	-	-	(100,000)	2,958,686
TOTAL OPERATING EXPENSES	27,710,884	-	-	-	(100,000)	27,610,884
INCOME FROM OPERATIONS	542,353	-	-	-	100,000	642,353
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	339,528	100,938	10,227	-	(235,607)	215,086
Interest/Dividend Income	6,963	97,244	-	-	-	104,207
Investment Gain	-	263,194	-	-	-	263,194
Dues	-	(5,333)	-	-	-	(5,333)
Donations to MHCGM	-	(135,607)	-	-	135,607	-
Miscellaneous Expenses	-	(2,806)	-	-	-	(2,806)
NON-OPERATING REVENUE/ (EXPENSES), NET	346,491	317,630	10,227	-	(100,000)	574,348
INCREASE IN NET ASSETS	888,844	317,630	10,227	-	-	1,216,701
NET ASSETS AT BEGINNING OF YEAR	10,021,764	3,026,779	77,165	232,297	-	13,358,005
NET ASSETS AT END OF YEAR	\$ 10,910,608	\$ 3,344,409	\$ 87,392	\$ 232,297	\$ -	\$ 14,574,706

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2017

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 888,844	\$ 327,857	\$ -	\$ 1,216,701
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	326,239	-	-	326,239
Unrealized gain on investments	-	(207,704)	-	(207,704)
Realized gain on investments	-	(76,040)	-	(76,040)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,051,439	-	-	1,051,439
Other Accounts Receivable	(448,497)	-	-	(448,497)
Grant Receivable	(62,841)	-	-	(62,841)
Prepaid Expenses	243,424	-	-	243,424
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	156,766	-	-	156,766
Due to Affiliate	(210,606)	210,606	-	-
Accrued Expenses and Other Current Liabilities	521,775	-	-	521,775
Deferred Revenue	19,864	-	-	19,864
Amounts held for Patients and Other Deposits	1,970	-	-	1,970
Post Retirement Benefit Obligation	(7,650)	-	-	(7,650)
Extended Illness Leave	(11,256)	-	-	(11,256)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,469,471</u>	<u>254,719</u>	<u>-</u>	<u>2,724,190</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(1,931,475)	-	-	(1,931,475)
Proceeds from sale of investments	-	2,540,393	-	2,540,393
Purchase of investments	-	(2,799,583)	-	(2,799,583)
NET CASH USED IN INVESTING ACTIVITIES	<u>(1,931,475)</u>	<u>(259,190)</u>	<u>-</u>	<u>(2,190,665)</u>
NET INCREASE (DECREASE) IN CASH	537,996	(4,471)	-	533,525
CASH AT BEGINNING OF YEAR	<u>7,656,046</u>	<u>23,234</u>	<u>-</u>	<u>7,679,280</u>
CASH AT END OF YEAR	<u>\$ 8,194,042</u>	<u>\$ 18,763</u>	<u>\$ -</u>	<u>\$ 8,212,805</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

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

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2014, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

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

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.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 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.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

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

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

During the year ended June 30, 2017, the Center decreased its estimate in the allowance for doubtful accounts from 78% to 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,814,022 as of June 30, 2017 from \$8,427,226 as of June 30, 2016. This was a direct result of an overall decrease in accounts receivable from \$10,775,177 as of June 30, 2016 to \$4,110,534 as of June 30, 2017. The allowance reflects this decrease accordingly.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2017 totaled \$22,578,451, of which \$22,399,097 was revenue from third-party payors and \$179,354 was revenue from self-pay clients.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time-restriction ends or purpose-restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was the result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

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 employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$421,665 for the year ended June 30, 2017.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

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.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 68% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2017. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2017:

Land	\$ 1,415,708
Buildings and improvements	5,193,929
Furniture and equipment	2,048,695
Construction in progress	<u>1,074,127</u>
	9,732,459
Accumulated depreciation	<u>(4,996,199)</u>
	<u>\$ 4,736,260</u>

Depreciation expense for the year ended June 30, 2017 was \$326,239.

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 1,570,357
Managed medicaid	305,365
Medicaid receivable	343,618
Medicare receivable	207,385
Other insurance	<u>1,683,809</u>
	4,110,534
Allowance	<u>(2,814,022)</u>
	<u>\$ 1,296,512</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 4 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 5,665
BBH - Cypress Center	112,500
BBH - ES	73,484
BBH - IRB	5,244
BBH - PATH	3,347
BBH - Renew	3,393
Catholic Medical Center	13,271
Christian Financials	3,000
Community Connection	12,162
Dartmouth	9,663
Easter Seals	7,659
Farnum Center	14,268
Manchester Community Health	21,126
Meaningful Use	212,500
New Hampshire Milestone	9,000
North Shore LIJ	17,341
MCRT	267,752
Miscellaneous accounts receivable	<u>10,297</u>
	<u>\$ 801,672</u>

GRANTS RECEIVABLE

State of New Hampshire – DHHS Division for Children, Youth and Families	<u>\$ 75,885</u>
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NOTE 5 DEFERRED REVENUE

CIP Grant	\$ 16,578
Central NY Services	11,140
REAP Grant	22,249
Endowment for Health	9,233
Great Manchester Charitable Trust	4,587
Maine Quality Counts	10,000
Miscellaneous deferred revenue	<u>355</u>
	<u>\$ 74,142</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 6 LINE OF CREDIT

As of June 30, 2017, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2017. These funds are available with interest charged at Prime Rate (3.5% as of June 30, 2017). The line of credit is due on demand.

NOTE 7 LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2017 are as follows:

2018		\$ 65,367
2019		39,328
2020		25,579
2021		9,410
2022		8,657

Rent expense was \$568,583 for the year ended June 30, 2017.

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2017:

Net Post-Retirement Health Cost:

Service cost		\$ 25,953
Interest cost		<u>13,528</u>
Net post retirement health cost		<u>\$ 39,481</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year		\$ 408,496
Service cost		25,953
Interest cost		13,528
Actuarial loss		(6,758)
Benefits paid		<u>(43,979)</u>
Benefit obligation at end of year		<u>\$ 397,240</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 397,240
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 397,240</u>

Reconciliation of Accrued Costs:

Accrued post retirement health cost at beginning of year	\$ 560,072
Net post retirement health cost for the year	29,781
Contributions made during the year (benefits paid)	<u>(43,979)</u>
Accrued post retirement health cost at end of year	<u>\$ 545,874</u>

Estimated Future Benefit Payments:

2017 – 2018	\$ 35,300
2018 – 2019	20,700
2019 – 2020	68,300
2020 – 2021	40,100
2021 – 2022	41,300
2022 – 2027	168,800

Expected contribution for next fiscal year	<u>\$ 35,300</u>
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Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (408,496)
Net actuarial gain arising during the year	6,758
Increase from current year service and interest cost	(39,481)
Contributions made during the year	<u>43,979</u>
Balance sheet liability at end of year	<u>\$ (397,240)</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (151,578)
Net actuarial (gain) or loss arising during the year	(6,759)
Reclassification from amortization of net actuarial loss recognized during the year	<u>9,701</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (148,636)</u>
Unrestricted Net Assets Not Yet Classified As Net Postretirement Benefit Cost:	
Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(148,636)</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (148,636)</u>
Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:	
Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 9,701</u>

The weighted-average discount rate used in determining the accumulated benefit obligation was 3.75% at June 30, 2017.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. 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 4.00% for the year ending June 30, 2017; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Net Post-Retirement Health Cost:

Interest cost	\$ 2,627
Net amortization of (gain)	<u>786</u>
Net post retirement health cost/(income)	<u>\$ 3,413</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 80,600
Interest cost	2,627
Actuarial loss	786
Benefits paid	<u>(11,063)</u>
Benefit obligation at end of year	<u>\$ 72,950</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 72,950
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 72,950</u>

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 185,561
Net post retirement health cost/(income) for the year	(8,140)
Contributions made during the year (benefits paid)	<u>(11,063)</u>
Accrued post retirement health cost at end of year	<u>\$ 166,358</u>

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2017:

Discount rate	<u>3.75%</u>
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The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	\$ <u>2,676</u>	\$ <u>2,580</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	\$ <u>74,398</u>	\$ <u>71,540</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2017:

Discount rate 3.75%

Cash Flows

Estimated Future Benefit Payments:

2017 – 2018	\$ 13,400
2018 – 2019	14,000
2019 – 2020	14,700
2020 – 2021	15,300
2021 – 2022	2,300
2022 – 2027	11,300

Expected contribution for next fiscal year: \$ 13,400

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (80,600)
Net actuarial gain or (loss) arising during the year	(786)
Increase from current year service and interest cost	(2,627)
Contributions made during the year	<u>11,063</u>
 Balance sheet liability at end of year	 <u>\$ (72,950)</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (104,962)
Net actuarial (gain) arising during the year	786
Reclassification from amortization of net actuarial loss recognized during the year	<u>10,767</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (93,409)</u>
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Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(93,409)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (93,409)</u>
--	--------------------

Unrestricted Net Assets Expected to be Reclassified as Net
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 10,767</u>
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NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank N.A. totaling \$8,881,253 as of June 30, 2017. Of this amount \$182,919 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$8,448,334 as of June 30, 2017.

The Foundation held investments with LPL Financial totaling \$3,590,460 as of June 30, 2017. Of this amount \$3,090,460 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2017 is \$5,665 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2017 are as follows:

Billed	<u>\$ 68,667</u>
Reimbursed	<u>\$ 69,832</u>

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	<u>Cost</u>	<u>Market</u>
Cash and Cash Equivalents	\$ 73,475	\$ 73,475
Marketable Equity Securities	<u>3,268,782</u>	<u>3,516,985</u>
TOTAL	<u>\$3,342,257</u>	<u>\$3,590,460</u>

Investment return consisted of the following:

Advisory Fees	\$ (20,550)
Net realized gain	76,040
Annualized unrealized gain, net	<u>207,704</u>
TOTAL INVESTMENT GAIN	<u>\$ 263,194</u>

NOTE 13 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2017. 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>06/30/17</u>	Quoted Price In	Significant	Significant
		Active Markets	Other	Unobservable
		For Identical	Observable	Unobservable
		Assets	Inputs	Inputs
		(Level 1)	(Level 2)	(Level 3)
Cash and Cash Equivalents	\$ 73,475	\$ 73,475	\$ -	\$ -
Fixed Income				
Corporate Bonds	589,780	589,780	-	-
Mutual Funds:				
Bank Loans	147,385	147,385	-	-

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

Description	06/30/17	Quoted Price In	Significant	Significant
		Active Markets	Other	Unobservable
		For Identical	Observable	Unobservable
		Assets	Inputs	Inputs
		(Level 1)	(Level 2)	(Level 3)
Foreign Large Blend	226,441	226,441	-	-
Large Blend	755,448	755,448	-	-
Diversified Emerging Mkts	114,438	114,438	-	-
Inflation Protected Bond	115,311	115,311	-	-
Intermediate Term Bond	136,080	136,080	-	-
Equity Energy	89,608	89,608	-	-
Large Value	148,044	148,044	-	-
Large Growth	97,779	97,779	-	-
Small Value	88,354	88,354	-	-
Health	130,849	130,849	-	-
Foreign Large Growth	157,090	157,090	-	-
Mid-Cap Blend	124,600	124,600	-	-
World Bond	147,127	147,127	-	-
World Small/Mid Stock	154,144	154,144	-	-
Technology	167,767	167,767	-	-
Nontraditional Bond	126,740	126,740	-	-
Total	<u>\$ 3,590,460</u>	<u>\$ 3,590,460</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2017 is as follows:

Due from clients	38 %
Managed medicaid	8
Medicaid	8
Medicare	5
Other insurance	<u>41</u>
	<u>100 %</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2017

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 13, 2017, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2017, have been incorporated into these basic financial statements herein.

On July 31, 2017 the Center purchased real estate located at 2 Wall Street in Manchester, New Hampshire for \$9,500,000. Of the purchase price, \$5,760,000 was financed with proceeds from a Tax-Exempt Bond Payable and \$1,920,000 was financed with a Mortgage Payable. Terms of the bond payable call for fixed-interest only monthly payments of \$14,688 at 3.06% commencing October 2017 through November 2025, at which point monthly principal and interest payments of \$27,424 commence through August 2042. Terms of the mortgage payable call for monthly principal and interest payments of \$22,886 at 4.4% through December 2025.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2017

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances & Discounts	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 5,814,726	\$ 5,146,158	\$ (4,966,804)	\$ (3,830,704)	\$ (593,019)	\$ 1,570,357
MANAGED MEDICAID	2,295,255	20,858,549	(8,600,586)	1,378,910	(15,626,763)	305,365
MEDICAID	723,282	5,456,268	(2,304,050)	13,928	(3,545,810)	343,618
MEDICARE	334,638	2,138,318	(201,936)	(1,094,045)	(969,590)	207,385
OTHER INSURANCE	<u>1,607,276</u>	<u>6,227,014</u>	<u>(1,174,480)</u>	<u>(2,032,093)</u>	<u>(2,943,908)</u>	<u>1,683,809</u>
TOTAL	<u>\$ 10,775,177</u>	<u>\$ 39,826,307</u>	<u>\$ (17,247,856)</u>	<u>\$ (5,564,004)</u>	<u>\$ (23,679,090)</u>	<u>\$ 4,110,534</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
 and Manchester Mental Health Foundation, Inc.
 ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2017

	<u>BBH Receivable End of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>BBH Receivable End of Year</u>
CONTRACT YEAR, June 30, 2017	\$ 207,523	\$ 3,161,145	\$ (2,826,203)	\$ 542,465

Analysis of Receipts:
Date of Receipt/Deposit

Amount

07/19/16	\$ 25,784
08/15/16	885
09/28/16	180,854
10/28/16	203,166
01/11/17	492,250
01/30/17	187,174
01/31/17	19,000
03/06/17	295,904
03/24/17	8,320
04/07/17	1,770
04/21/17	885
04/24/17	342,800
05/26/17	249,810
06/09/17	363,328
06/21/17	150,798
06/22/17	732
06/23/17	302,743
	<u>\$ 2,826,203</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2017

	Total Agency	Total Admin.	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non - Eligibles	Multi. Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH
PROGRAM SERVICE FEES															
Net Client Fees	\$ 179,354	\$ -	\$ 179,354	\$ 47,666	\$ (36,326)	\$ 285,983	\$ 5,564	\$ 4,247	\$ (148,688)	\$ 42,466	\$ (135,549)	\$ 6,119	\$ (25,136)	\$ -	\$ 133,016
HMO's	2,041,986	-	2,041,986	277,085	35,443	345,012	(27)	350,872	263,809	18,171	751,788	-	-	-	33
Blue Cross/Blue Shield	2,161,291	-	2,161,291	254,839	42,967	314,752	-	396,223	389,084	23,404	760,022	-	-	-	-
Medicaid	15,410,181	-	15,410,181	5,026,075	291,993	452,468	355,364	211,825	5,263,057	2,302,256	569,703	386,274	550,924	-	242
Medicare	1,936,382	-	1,936,382	2,020	215,110	20,054	(14)	178,267	864,746	91,677	464,493	(16)	-	-	45
Other Insurance	849,257	-	849,257	124,783	14,568	113,840	3,843	149,643	89,014	(7,246)	350,481	-	(167)	-	498
Sub-total	<u>22,578,451</u>	<u>-</u>	<u>22,578,451</u>	<u>5,732,468</u>	<u>563,755</u>	<u>1,532,109</u>	<u>364,730</u>	<u>1,290,877</u>	<u>6,801,024</u>	<u>2,470,718</u>	<u>2,770,938</u>	<u>392,377</u>	<u>525,621</u>	<u>-</u>	<u>133,834</u>
PUBLIC SUPPORT															
United Way	19,669	-	19,669	-	-	-	-	19,669	-	-	-	-	-	-	-
LOCAL/COUNTY GOVERNMENT															
Donations/Contributions	339,528	-	339,528	-	-	-	-	135,607	500	-	-	-	-	-	203,421
Div. Alc/Drug Abuse Prev	1,146	-	1,146	1,146	-	-	-	-	-	-	-	-	-	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-	-	-	-	-	-	-	-	-	-
FEDERAL FUNDING															
PATH	40,121	-	40,121	-	-	40,121	-	-	-	-	-	-	-	-	-
RENTAL INCOME	129,084	-	129,084	-	-	-	-	-	-	-	2,610	-	120,578	-	5,896
INTEREST INCOME	6,963	-	6,963	-	-	-	-	-	-	-	-	-	-	-	6,963
BBH															
Bureau of Behavioral Health	1,941,738	-	1,941,736	807	-	440,884	-	-	-	-	1,437,045	-	-	63,000	-
OTHER REVENUES	3,539,490	-	3,539,490	395,742	18,953	562,906	36,970	24,683	337,415	603,963	788,697	9,725	67,991	104	692,341
Sub-total	<u>6,021,277</u>	<u>-</u>	<u>6,021,277</u>	<u>401,235</u>	<u>18,953</u>	<u>1,043,911</u>	<u>36,970</u>	<u>179,959</u>	<u>337,915</u>	<u>603,983</u>	<u>2,228,352</u>	<u>9,725</u>	<u>188,569</u>	<u>63,104</u>	<u>908,621</u>
TOTAL PROGRAM REVENUES	<u>\$ 28,599,728</u>	<u>\$ -</u>	<u>\$ 28,599,728</u>	<u>\$ 6,133,703</u>	<u>\$ 582,708</u>	<u>\$ 2,576,020</u>	<u>\$ 401,700</u>	<u>\$ 1,470,836</u>	<u>\$ 7,138,839</u>	<u>\$ 3,074,681</u>	<u>\$ 4,999,290</u>	<u>\$ 402,102</u>	<u>\$ 714,190</u>	<u>\$ 63,104</u>	<u>\$ 1,042,455</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services	Vocational Services	Non - Eligibles	Mult. Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
PERSONNEL COSTS															
Salary and Wages	\$ 18,240,692	\$ 1,964,603	\$ 16,276,089	\$ 2,833,306	\$ 187,379	\$ 1,371,956	\$ 359,579	\$ 983,396	\$ 4,624,185	\$ 2,082,611	\$ 2,425,521	\$ 243,632	\$ 566,259	\$ 53,704	\$ 544,661
Employee Benefits	3,360,773	381,039	2,979,734	572,202	29,763	199,484	67,466	83,029	853,647	445,459	435,900	57,903	130,888	10,598	93,395
Payroll Taxes	1,355,907	145,675	1,210,232	216,557	14,155	98,430	28,776	71,356	347,633	157,847	178,375	16,920	39,673	4,145	38,165
Sub-total	22,957,372	2,491,317	20,466,055	3,622,065	231,297	1,669,870	455,821	1,137,781	5,625,465	2,685,917	3,037,796	318,355	737,020	68,447	676,221
PROFESSIONAL FEES															
Client Evaluations/Services	205,916	71,096	134,820	(5,292)	719	-	1,741	36,418	27,020	4,093	59,508	-	-	2,326	8,287
Audit Fees	44,821	4,254	40,567	7,304	867	2,856	1,020	2,647	10,754	5,498	5,555	600	1,827	191	1,448
Legal Fees	47,346	3,641	43,705	6,147	652	2,526	1,811	2,226	14,870	7,339	4,837	461	1,415	179	1,242
Other Prof. Fees/Consultants	111,914	8,826	103,088	17,539	2,439	7,881	2,770	6,548	25,524	13,587	12,647	1,362	4,130	633	8,038
STAFF DEVELOPMENT & TRAINING															
Journals/Publications	2,402	247	2,155	114	-	-	93	17	9	-	255	-	520	-	1,147
In-service Training	291	-	291	-	-	-	-	-	41	-	-	-	-	-	250
Conferences/Conventions	57,066	12,302	44,764	8,125	310	3,254	433	780	11,637	4,013	6,233	255	553	231	8,940
Other Staff Development	38,166	480	37,686	1,713	-	6,412	-	-	12,319	5,120	2,304	-	2,500	-	7,318
OCCUPANCY COSTS															
Rent	568,584	94,827	473,757	236,960	-	-	-	142,013	94,784	-	-	-	-	-	-
Heating Costs	11,003	-	11,003	-	-	-	-	-	-	-	-	-	11,003	-	-
Other Utilities	258,999	20,954	238,045	20,163	6,193	23,964	8,269	11,861	43,620	16,538	55,495	-	40,936	7,610	3,396
Maintenance & Repairs	492,529	30,357	462,172	26,263	13,257	30,840	17,791	15,092	96,122	36,766	148,797	880	56,225	16,076	4,263
Other Occupancy Costs	10,133	146	9,988	1,471	-	25	-	215	132	-	2,144	366	5,475	-	160
CONSUMABLE SUPPLIES															
Office	214,959	56,545	158,414	22,496	864	5,721	3,966	16,785	50,868	11,601	29,337	54	3,602	1,138	11,982
Building/Household	66,380	4,101	62,279	3,625	893	4,523	1,195	2,092	6,904	2,479	31,076	320	7,380	1,083	709
Educational/Training	366,947	933	366,014	16,627	5,084	8,026	5,789	1,717	129,588	82,980	70,701	512	4,629	40	40,421
Food	74,231	4,757	69,474	333	8	24	846	26	107	193	63,237	7	4,066	2	625
Medical	88,716	196	88,520	334	39	133	46	121	30,990	254	50,268	27	82	9	6,217
Other Consumable Supplies	572,339	90,134	482,205	81,594	7,924	33,554	13,470	29,046	124,352	67,118	78,466	5,535	22,309	2,442	16,395
Depreciation-Equipment	205,597	21,603	183,994	32,257	6,318	11,753	5,397	11,574	42,884	22,540	28,398	3,765	12,686	959	5,463
Depreciation-Building	120,640	8,412	112,228	3,911	4,780	8,287	6,383	2,192	31,060	12,765	17,339	-	19,490	5,874	147
Equipment Maintenance	27,405	8,133	19,272	2,847	292	865	447	1,263	5,189	2,008	3,967	194	1,534	65	601
Advertising	42,061	6,184	35,877	5,894	723	2,332	778	3,590	8,844	4,421	4,915	436	1,338	146	2,460
Printing	57,735	14,362	43,373	12,499	374	1,641	518	4,185	8,442	2,264	5,390	225	682	114	7,039
Telephone/Communication	271,717	27,602	244,115	38,377	5,979	17,876	11,628	17,228	62,150	26,564	36,348	1,951	15,793	6,521	3,700
Postage & Shipping	53,159	33,889	19,271	3,463	485	1,265	504	1,256	4,997	2,500	2,652	316	956	93	784
TRANSPORTATION															
Staff	200,390	3,541	196,849	36,650	941	11,633	22,054	228	37,918	71,786	5,170	2,294	5,249	224	2,702
Clients	5,911	-	5,911	-	-	(157)	-	-	161	722	3,166	-	2,019	-	-
INSURANCE															
Malpractice & Bonding	65,405	8,108	59,297	10,692	1,302	4,143	1,502	3,875	15,699	8,003	8,082	891	2,714	280	2,114
Vehicles	10,411	989	9,423	1,696	202	663	237	615	2,498	1,277	1,290	139	425	44	337
Comp Property/Liability	141,605	14,153	127,452	22,947	2,727	9,971	3,204	8,316	33,784	17,272	17,451	1,884	5,745	599	4,552
MEMBERSHIP DUES	41,041	4,779	36,262	5,835	850	2,092	858	2,117	12,545	4,166	4,188	546	1,687	158	1,120
OTHER EXPENDITURES	277,693	13,821	263,872	29,150	2,896	11,779	3,855	10,355	42,776	22,366	22,820	2,134	6,881	725	108,135
Total Expenditures	27,710,884	3,058,686	24,652,198	4,273,799	298,415	1,882,552	572,426	1,472,179	6,814,153	3,142,050	3,819,832	343,499	980,871	116,209	936,213
Administration Allocation	-	(3,058,686)	3,058,686	538,420	35,614	238,942	72,455	187,942	853,051	402,255	475,433	38,144	121,443	14,090	80,897
TOTAL PROGRAM EXPENSES	27,710,884	-	27,710,884	4,812,219	334,029	2,121,494	644,881	1,660,121	7,667,204	3,544,305	4,295,265	381,643	1,102,314	130,299	1,017,110
SURPLUS/(DEFICIT)	\$ 888,844	\$ -	\$ 888,844	\$ 1,321,484	\$ 248,679	\$ 454,528	\$ (243,181)	\$ (189,205)	\$ (528,265)	\$ (469,624)	\$ 704,025	\$ 20,459	\$ (388,124)	\$ (67,195)	\$ 25,345

See Independent Auditor's Report.



The Mental Health Center
of Greater Manchester

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER
BOARD OF DIRECTORS

2017 - 2018

Michael Harrington, Chair
Phil Hastings, Vice Chair
Sheila McNeil, Treasurer
Thomas Lavoie, Secretary
Jessica Arvanitis
Timothy Burdick, MD
Alicia Finn
David Harrington
Jaime Hoebeke
Brent Kiley
Peter Kucharski
Lizabeth MacDonald
Christina Mellor
Elaine Michaud
Theresa Ryan
Andrew Seward
Richard Shannon
Kevin Sheppard
Shannon Sullivan

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER

Name of Program: MOBILE CRISIS SERVICES & SUPPORT

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
MICHAEL McNAMARA	VP / CHIEF MEDICAL OFFICER	\$187,416	2.00%	\$3,748.33
WILLIAM RIDER	PRESIDENT / CEO	\$160,050	3.75%	\$6,001.88
PAUL MICHAUD	VP / CFO	\$124,445	2.75%	\$3,422.25
PATRICIA CARTY	EXECUTIVE VP / COO	\$111,654	8.00%	\$8,932.35
RICHARD CORNELL	VP OF COMM RELATIONS	\$98,342	1.50%	\$1,475.14
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$23,579.94

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
MICHAEL McNAMARA	VP / CHIEF MEDICAL OFFICER	\$190,227	2.00%	\$3,804.54
WILLIAM RIDER	PRESIDENT / CEO	\$161,651	3.75%	\$6,061.89
PAUL MICHAUD	VP / CFO	\$125,689	2.75%	\$3,456.45
PATRICIA CARTY	EXECUTIVE VP / COO	\$117,237	8.00%	\$9,378.94
RICHARD CORNELL	VP OF COMM RELATIONS	\$100,801	1.50%	\$1,512.01
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$24,213.83

CURRICULUM VITAE

MICHAEL D McNAMARA, DO, FACN

2 Wall Street, Suite 300

Manchester NH 03101

PROFESSIONAL LICENSURE AND CERTIFICATION

NH Medical License- #16646

Board Certification in Psychiatry – Diplomat of the American College of Osteopathic Neurologists and Psychiatrists 1997, Recertified 2007 & 2016
Certificate – 0432

DEA Certificate –FM4408729
XM4408729

EDUCATION

College: St. Michael's College, Winooski, Vermont, B.A., 1981

Medical School: University of New England College of Osteopathic Medicine,
Biddeford, Maine, D.O., 1988

Internship: Michigan Health Center, Detroit, Michigan, 1989

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit,
Michigan, July 1989-June 1992

EDUCATIONAL CONFERENCES

Certified by the American Osteopathic Association for completion of at least 150 CME
Credit hours for the following three-year cycles: 1992-1994, 1995-1997, 1998-2000,
2001-2004, 2005-2007, 2007-2010.2011-2013,

PROFESSIONAL MEMBERSHIPS

American Osteopathic Association

American College of Osteopathic Neurologists and Psychiatrists
-Elected as Fellow 2009

New Hampshire Osteopathic Association

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

POSITIONS

Medical Director Mental Health Center of Greater Manchester NH- (Present- 2017)
Psychiatrist for Mental Health Center of Greater Manchester NH 2014-present (2017)

Full member, Medical staff -Catholic Medical Center-, Manchester NH 2014—present
(2017)

Full member, Medical staff-Elliot Hospital, Manchester NH- 2014-present (2017)

Chief of Psychiatry, North Country Hospital, Newport, Vermont 1992- (2008)

Medical Director for the mental health outpatient clinic operated by North Country
Hospital, Northern Vermont Counseling and Psychiatric Services, 1992-(2013)

Medical provider for Suboxone outpatient clinic at North Country Hospital
(2007- 2013)

~~Clinical Assistant Professor, Dept of Family Medicine, UVM College of
Medicine(2005-2012)~~

Past- President Vermont State Association of Osteopathic Physicians & Surgeons
(VSAOPS) 2003-2005

President, North Country Hospital Medical Staff (2006-7)

Trustee member, North Country Hospital Board of Trustees (2006 & 2007)

Board Member- American Osteopathic Board of Neurology & Psychiatry
2009- (June 2015)

Co-Chair American College Board of Neurology & Psychiatry-2014- June 2015

Co-Chair American College Board of Neurology & Psychiatry-2014- June 2015

Board Examiner for American College Board of Neurology & Psychiatry,
Part II Oral Psychiatric Exams, Cherry Hill NJ, 2005, 2006, 2007, 2008, 2009,
2010,2011,2012,2013,2014,2015,2016

Program Chair (VSAOPS) for annual Vermont State CME conference at Stowe, Vermont
2002 & 2003

Board Officer VSAOPS 1998-2005

Member of Medical Staff, North Country Hospital Medical Staff 1992- (2013)

Officer Medical staff executive committee North Country Hospital 2002-2007

Chairman of the Ethics Committee at North Country Hospital 1993-1996

Member of the North Country Hospital Ethics Committee 1992- (2013)

Member of Pharmaceutical, Therapeutic and Treatment Medical Staff Committee at
North Country Hospital, 1992- 2008

Psychiatric Consultant to Northeast Kingdom Community Action Alcohol and Drug
Rehabilitation Program, 1995-1997

Vermont Member of the House Delegates of the American Osteopathic Association
Chicago, Illinois July 2003, 2004, 2005, 2006, 2007, 2008, 2009,2010,2011,2012,2013

CLINICAL INTERSTS

Psychopharmacology, Mood/ Anxiety Disorders, Consult Liaison Psychiatry,
Geriatric Psychiatry, Addiction Medicine

REFERENCES on request.

Curriculum Vitae

Page 3

Michael Daniel McNamara, DO.

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

**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*)

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.

Resume

Richard Cornell MSW, ACSW, LICSW
Vice President of Community Relations
The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester, NH 03103
603-206-8547

WORK EXPERIENCE - Please note that I have worked for the MHCGM since 1973.

July 2014 to Present -

Vice President of Community Relations for the Mental Health Center of Greater Manchester. Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.

2000 to July 2014 -

Director of Bedford Counseling Associates. Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.

1999 to 2000 -

Coordinator of Bedford Counseling Associates. Full-time therapist. Supervised intake coordination and emergency services related to this program.

1986 to 1999 -

Child and Adolescent Therapist. Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.

1980 to 1986 -

Child Therapist. Worked with families and community programs.

1981 to 1984 -

Volunteer Coordinator & Vocational Development. Worked with the Director

of Community Development to expand a highly successful volunteer program for the center. We also worked to create a supportive employment program (Options) for the center. During this time additionally carried a full clinical caseload.

1978 to 1980 -

Adult Out-Patient Therapist. Caseload was mixed with Emergency Services and the Adult Out-Patient Department.

1976 to 1980 -

Emergency Services Clinician. Responsible for crisis intervention training. Performed psychiatric assessments. Took on-call duties in office and out in the community. Worked with Emergency Room Departments, Police and many community agencies.

1973 to 1975 -

Mental Health Worker. Therapist on the night and evening shifts of the center's in-patient unit.

EDUCATION

1987-

MSW with a concentration in youth and group work. Boston University, School of Social Work

1981 -

BS in Human Services, New Hampshire College

LICENSURE/MEMBERSHIPS

- ❖ **LICSW - Licensed Independent Clinical Social Worker, NH # 457**
- ❖ **ACSW - Academy of Certified Social Workers since 1990**
- ❖ **NASW - National Association Of Social Workers since 1984**

QUALIFICATIONS

- ❖ **Demonstration of strong leadership skills**
- ❖ **Sound background of clinical practice**
- ❖ **History of positive supervisory skills**
- ❖ **Lengthy public speaking experience**

(References available upon request)



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J mac

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 24, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, Division of Behavioral Health to enter into a contract with The Mental Health Center of Greater Manchester, Inc. (Vendor # 177184), 401 Cypress Street, Manchester, NH 03103-3628, for the provision of Mobile Crisis Services and Supports, in an amount not to exceed \$2,657,300, effective July 1, 2016 or date of Governor and Executive Council approval, whichever is later, through June 30, 2018. 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2017, and are anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval if needed and justified.

**05-095-092-920010-59450000-102-502664-92204000 HEALTH AND SOCIAL SERVICES,
DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF
BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT**

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2017	102-502664	Contracts for Program Services	92204000	\$1,312,051
2018	102-502664	Contracts for Program Services	92204000	\$1,345,249
			Total	\$2,657,300

EXPLANATION

This request is for the provision of Mobile Crisis Services and Supports to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorders, in the New Hampshire Community Mental Health Region VII, which includes Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry and New Boston.

The Division of Behavioral Health is New Hampshire's single state mental health authority. The Division of Behavioral Health 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 Division of Behavioral Health is implementing the Mobile Crisis Services and Supports contract for the provision of two (2), two-bedroom, community crisis apartments, a mobile crisis team and timely accessible services and supports, to individuals, 18 years and older experiencing a mental health crisis, in NH Community Mental Health Region VII.

The vendor will implement a mobile crisis team, which will provide crisis stabilization and case management services. The vendor will provide 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 as well as two (2), two-bedroom, mobile crisis apartments, which will be an alternative to hospitalization and/or institutionalization.

The vendor will collaborate and coordinate with law enforcement personnel to respond to individuals in mental health crisis when law enforcement is involved. Additionally, the vendor will have the ability to respond to requests for crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. Once the vendor is involved with a case, services and supports will be provide for up to seven (7) days following the onset of the crisis to ensure individuals remain stable.

This contract was competitively bid. The Department published a Request for Proposals on December 7, 2015 to solicit proposals from vendors to provide Mobile Crisis Services and Supports, in the New Hampshire Community Mental Health Region VII, to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. The request for proposals was available on the Department of Health and Human Services website from December 7, 2015 through January 29, 2016. Two proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements based on the criteria published in the Request for Proposals. The Department requested the vendor with the highest scoring proposal to reduce their budgets to be within the range of funding available to the Department. The vendor was not able to meet the Department's request. Therefore, the Department entered into contract negotiations with the second bidder who met the criteria requirements and was awarded the contract. The bid summary is attached.

The attached contract is for the provision of services for two (2) years, with the option to renew services for up to two (2) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should Governor and Executive Council not approve this contract, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan, and individuals experiencing a mental health crisis could be placed in hospitals or long term facilities which could result in higher costs to the State.

Area Served: Community Mental Health Region VII (Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry and New Boston)

Source of Funds: 100% General Funds

Respectfully submitted,



Katja S. Fox
Director

Approved by



Jeffrey A. Meyers
Commissioner



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

Mobile Crisis Services and Supports
Manchester and Surrounding Towns

17-DHHS-DCBCS-BBH-01

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Mental Health Center of Greater Manchester
2. Resources for Human Development

Maximum Points	Actual Points
200	153
200	154

1. Julie Lane - Program Specialist III
2. Kristi Trudel, Program Planning & Review Specialist
3. Thomas Grinley, Program Planner I
4. Albert Maltais, Jr. Program Planner and Review Specialist
5. Philip J Nadeau, Jr. Administrator III
6. Ann Driscoll, Administrator III
7. Peter Reid, Administrator III

Subject: Mobile Crisis Services & Supports


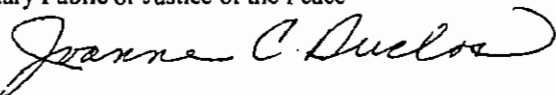
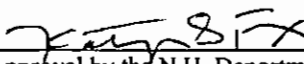
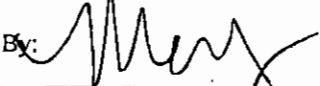
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number (603) 206-8552	1.6 Account Number 05-095-092-920010-59450000-102-502664-92204000	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$2,657,300
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider, President/Chief Executive Officer	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>May 6, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Joanne C. Duclos, Notary Public</i> <div style="float: right; font-size: small;"> JOANNE C. DUCLOS, Notary Public My Commission Expires September 18, 2019 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Megan A. Yale - Attorney</i> <i>5/23/14</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WJK
Date 5/6/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide Mobile Crisis Services and supports in the New Hampshire Community Mental Health Region VII (Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry, New Boston), to individuals eighteen (18) years and older who are experiencing a mental health crisis.

2. Services to Be Provided

- 2.1. The Contractor shall establish a mobile crisis team (MCT) that includes, but is not limited to:
 - 2.1.1. Master's level trained clinicians.
 - 2.1.2. One (1) peer specialist.
 - 2.1.3. One (1) on-call psychiatrist/APRN.
- 2.2. 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. The Contractor shall ensure staffing includes, but is not limited to:
 - 2.2.1. Skilled masters prepared clinicians, including full-time and per diem staff, scheduled to ensure 24/7 coverage.
 - 2.2.2. Experienced peer support specialists scheduled per diem 24/7 to ensure on-demand availability to clinicians mobilized in crisis responses.
 - 2.2.3. 24/7 schedule of masters prepared clinicians and peer support specialists who function as 'back-ups' for the regularly scheduled clinicians, as needed.
 - 2.2.4. The MCT Coordinator and/or Director shall be available to assume the role of the masters level clinicians, as necessary.



Exhibit A

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- 2.2.5. Tertiary 'back-up' staff skilled and versed in MCT employed in other roles within the agency during regular business hours that elect to be available per diem, as necessary.
 - 2.2.6. 24/7 access to additional support from on-call psychiatrist/APRN and MCT supervisory staff and administrator-on-call, as needed for consultation, mental health crisis management/treatment planning, implementation and resolution of any issues/concerns that arise.
 - 2.3. The Contractor shall provide services that include, but are not limited to:
 - 2.3.1. Telephone triages, which include but are not limited to initial telephone calls completed by the clinician to complete the initial risk assessments to determine the level of service that will be provided to the caller.
 - 2.3.2. Telephone coaching provided by a Master's level clinical and/or certified peer specialist in order to provide supportive listening, program solving and referrals, as appropriate.
 - 2.3.3. Lethality assessments that are completed by a Master's level clinical during an intensive face-to-face assessment which includes, but is not limited to:
 - 2.3.3.1. Obtaining the individual's history, including but not limited to, identifying problems in narrative form of how and why the person is presenting at this time.
 - 2.3.3.2. Listing immediate safety concerns from the point of view of the individual in crisis, referring parties and other collateral sources.
 - 2.3.3.3. Listing of available crisis precipitants, internal and external supports.
 - 2.3.3.4. Listing of relevant past symptoms, treatments, and medical & substance co-morbidities.
 - 2.3.3.5. Narrative of current functional status.
 - 2.3.3.6. Narrative of current mental status exam with serial assessment over time and in response to immediate treatment interventions.
 - 2.3.3.7. Creating a disposition/crisis plan.
 - 2.3.4. Crisis stabilization services that may include, but are not limited to:
 - 2.3.4.1. Ongoing lethality assessments.
 - 2.3.4.2. Case management/connections to community based services.
 - 2.3.4.3. Therapeutic services based on best practices and evidence informed approaches.
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[Handwritten Signature]
5/6/16



Exhibit A

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- 2.3.4.4. Supports that emphasizes psycho-education, empowerment, partnership and the right to self-determination for individuals challenged by mental illness and recovery.
 - 2.3.4.5. Admissions to a Crisis Stabilization Apartment that provides brief and continuous psychiatric intervention in a community based environment structured to maximize respite and support while minimizing the need for inpatient hospitalization. The Contractor shall ensure:
 - 2.3.4.5.1. Two (2) apartments are available with a total of four (4) beds.
 - 2.3.4.5.2. Ongoing safety assessments are conducted.
 - 2.3.4.5.3. Supervision and serial evaluation of mental status are continuous.
 - 2.3.4.5.4. A focus on individual coping strengths in order to develop a recovery plan.
 - 2.3.4.5.5. Medication evaluations are conducted.
 - 2.3.4.5.6. Individual supportive therapy is available.
 - 2.3.4.5.7. Referrals for psychiatric, social services, substance use and medical aftercare are coordinated.
 - 2.3.5. Peer specialist support services provided by peer support specialists who will provide services in a synergistic fashion with strong partnerships among members of the crisis team in order to offer:
 - 2.3.5.1. Specialized recovery promoting activities.
 - 2.3.5.2. Supportive counseling.
 - 2.3.5.3. Supportive listening.
 - 2.3.5.4. Identification of potential community based resources available to individuals.
 - 2.3.5.5. Practical problem solving around life stressors.
 - 2.3.6. Emergency psychopharmacology interventions provided within twenty-four (24) hours of the crisis response by a full time nurse practitioner or on-call psychiatrist in coordination with primary prescribers, as appropriate.
 - 2.3.7. Case management services that include expedited referrals and linkages to community based services through partnerships in a behaviorally integrated manner.
 - 2.4. The Contractor shall provide a designated Mobile Crisis telephone number that shall be answered and triaged by a Master's level clinician, twenty-four (24)


5/6/16



Exhibit A

hours per day, (7) seven days per week in order to gather information to determine:

- 2.4.1. The level and nature of the crisis, which shall be categorized as either:
 - 2.4.1.1. Low, in which case the Contractor shall provide telephone support and referrals.
 - 2.4.1.2. Medium, in which case the Contractor shall provide a crisis stabilization appointment if no safety issues are of immediate concern but the individual must be connected to services or other crisis stabilization levels of service.
 - 2.4.1.3. High, in which case the Contractor shall ensure an immediate response:
 - 2.4.1.3.1. To the individual's residence or other natural environment.
 - 2.4.1.3.2. At a neutral community location if the current environment is dangerous or unsafe.
 - 2.4.1.3.3. In an outpatient mental health setting.
 - 2.4.1.3.4. With police/EMT at one of the locations identified in Section 2.3.1.3.1 through 2.3.1.3.4, if there are immediate safety issues.
- 2.4.2. The safest intervention, either by telephone or face-to-face, by using the Violence and Suicide Assessment (VASA) and/or the Crisis Triage Scale (CTRS), and the algorithms available in the tools.
- 2.4.3. An individual safety plan for the individual by providing self-soothing techniques until the Mobile Crisis team member arrives in person.

2.5. The Contractor shall promptly assess individual needs and identify necessary services and supports to meet individual needs, as well as assist the individual with accessing services and supports, either in-person or by telephone, in a timely manner.

2.6. The Contractor shall respond to requests for crisis assessments and interventions within one (1) hour of receiving the call for mobilization, as recorded for Quality Assurance (QA) purposes in order to provide interventions to avoid unnecessary hospitalization, incarceration, or admission to a Designated Receiving Facility, Acute Psychiatric Residential Treatment Program, emergency room, or nursing home, which shall include, but not be limited to:

- 2.6.1. 24 hour live answer of the Mobile Crisis Team line.
- 2.6.2. A client centered approach.
- 2.6.3. Peer specialist supports.
- 2.6.4. Treatment plans.

WJL
5/16/16



Exhibit A

- 2.6.5. Cognitive restructuring.
- 2.6.6. Practical problem solving skills.
- 2.6.7. Coping skills education.
- 2.6.8. Substance use disorder treatment services.
- 2.6.9. Trauma informed care.
- 2.6.10. Linkage and mobilization of support systems.
- 2.6.11. Transportation to services, including support services.
- 2.7. The Contractor shall work to stabilize individuals as quickly as practical and assist them with returning to their pre-crisis level of functioning.
- 2.8. The Contractor shall collaborate and coordinate with law enforcement personnel to respond to individuals in mental health crisis in situations that involve law enforcement. The Contractor shall:
 - 2.8.1. Initiate meetings with regional police departments to educate them about the services offered by and access to the Mobile Crisis Team.
- 2.9. The Contractor shall collaborate and coordinate with peer specialist(s) who provide support, empathy and education for individuals experiencing a mental health crisis, which may include, but is not limited to:
 - 2.9.1. Assisting with crisis intervention, stabilization and triage.
 - 2.9.2. Assisting the Master's level clinician with completing assessments.
 - 2.9.3. Working in the crisis apartments.
 - 2.9.4. Sharing personal, practical experience, knowledge of recovery principles and first hand insight to facilitate useful outcomes for people who are using Mobile Crisis Team services.
- 2.10. The Contractor shall provide up to seven (7) days of services and supports, following the onset of the crisis, as well as beyond the immediate crisis period, as appropriate.
- 2.11. The Contractor shall refer callers to the emergency department/emergency room when the assessment determines the individual requires an emergency medical assessment and treatment in addition to psychiatric services.
- 2.12. The Contractor shall provide outreach and education to increase community awareness of Mobile Crisis Services and Supports, which shall include but is not limited to:
 - 2.12.1. Publishing local newspaper articles.
 - 2.12.2. Attending stakeholder meetings.
 - 2.12.3. Collaborating with peer support colleagues to support and publicize the program.
 - 2.12.4. Offering specialized training to hospital emergency departments.

WJK
5/6/16



Exhibit A

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- 2.13. The Contractor shall prioritize a comprehensive list of community partners that shall be contacted in order to offer education on mobile crisis supports and services as well HIPPA requirements. The Contractor shall:
- 2.13.1. Create a brochure that highlights mobile crisis supports and services available to the community partners.
 - 2.13.2. Network with community partners to ensure linkages and community services are readily available when the Contractor responds to a crisis situation.
- 2.14. The Contractor will provide two (2) Mobile Crisis apartments with no more than two (2) beds per apartment, which will serve as an alternate to hospitalization and/or institutionalization to individuals utilizing mobile crisis supports and services, within sixty (60) days of the contract approval date. The Contractor shall ensure:
- 2.14.1. All crisis apartment beds are certified under administrative rule He-M-1002.
 - 2.14.2. Each crisis apartment has at least one (1) bathroom with a sink, toilet, and a bathtub or shower.
 - 2.14.3. Each crisis apartment has a specific sleeping area designated for each individual and that common areas are not used as bedrooms.
 - 2.14.4. Each crisis apartment has storage space for each individual's clothing and personal possessions.
 - 2.14.5. Each crisis apartment has accommodations for the nutritional needs of an individual.
 - 2.14.6. Each crisis apartment has at least one (1) telephone for incoming and outgoing calls.
 - 2.14.7. An individual's stay at a crisis apartment is limited to seven (7) days.
- 2.15. The Contractor shall provide transportation for individuals from the site of the crisis to the apartment, and to their home or other residential setting after stabilization has occurred. The Contractor shall ensure staff members providing transportation have:
- 2.15.1. A valid driver's license.
 - 2.15.2. A state-inspected vehicle.
 - 2.15.3. Proof that vehicle is insured.
- 2.16. The Contractor shall ensure that each crisis apartment is operated with sufficient clinical support and oversight, and peer staffing, twenty-four (24) hours per day, seven (7) days per week, as is reasonably necessary to prevent unnecessary institutionalization. Staff shall include, but not be limited to:
- 2.16.1. One (1) Master level Clinician/nurse clinician onsite.

WHL
5/6/16



Exhibit A

- 2.16.2. One (1) Peer Specialist onsite.
- 2.16.3. One (1) Psychiatrist/APRN on-call.

3. Staffing

- 3.1. The Contractor shall ensure all potential staff provides the following documentation:
 - 3.1.1. A minimum of two (2) references.
 - 3.1.2. BEAS State Registry Consent Form.
 - 3.1.3. Central Registry Name Search Authorization.
 - 3.1.4. Criminal Record Release Authorization Form – General.
- 3.2. The Contractor shall ensure, prior to an offer of employment, the documentation list in Section 3.1 is processed through the appropriate State departments to ensure that the employee has no history of:
 - 3.2.1. A felony conviction.
 - 3.2.2. A misdemeanor conviction involving:
 - 3.2.2.1. Physical or sexual assault.
 - 3.2.2.2. Violence.
 - 3.2.2.3. Exploitation.
 - 3.2.2.4. Child pornography.
 - 3.2.2.5. Threatening or reckless conduct.
 - 3.2.2.6. Theft.
 - 3.2.2.7. Driving under the influence of drugs or alcohol.
 - 3.2.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.
- 3.3. The Contractor shall ensure results from the forms identified in Section 3.1 are kept on file and available to the Department upon request.
- 3.4. The Contractor shall ensure the Mobile Crisis Team and staff operating the crisis apartment are available twenty-four (24) hours per day, seven (7) days per week and have the following qualifications:
 - 3.4.1. At a minimum, Clinicians must have:
 - 3.4.1.1. A master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling.
 - 3.4.1.2. Training in crisis intervention services, risk management, assessment of suicide potential and Integrated Treatment for co-occurring disorders.

[Handwritten Signature]
5/16/16



Exhibit A

- 3.4.1.3. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
- 3.4.2. At a minimum, Peer Specialists must have:
 - 3.4.2.1. A high school diploma.
 - 3.4.2.2. Certification as a peer specialist.
 - 3.4.2.3. Training in crisis intervention.
 - 3.4.2.4. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
- 3.4.3. At a minimum, the on-call Psychiatrist/APRN must:
 - 3.4.3.1. Be board certified in Psychiatry.

4. Reporting

- 4.1. The Contractor will provide a monthly report by the tenth (10th) of each month, to the State Project Manager, which shall include but not be limited to following:
 - 4.1.1. Number of individuals who received services.
 - 4.1.2. Insurance carrier of the individual who received services.
 - 4.1.3. Date and time of contact.
 - 4.1.4. Service/or services provided to the individual.
 - 4.1.5. Location of where services were provided.
 - 4.1.6. Length of time services were provided.
 - 4.1.7. Whether law enforcement was involved.
 - 4.1.8. ~~If services were provided beyond the immediate crisis.~~
 - 4.1.9. Statistics on aversions from hospitalizations.
 - 4.1.10. Outcome of service provided, which may include but is not limited to hospitalization, crisis apartment assignment, home placement or emergency room admission.
 - 4.1.11. Response time of the mobile crisis team.
 - 4.1.12. Referral sources.
 - 4.1.13. Number of clients with Limited English Proficiency who needed translation services.
 - 4.1.14. Number of clients who required interpretation services.

5. Compliance

- 5.1. The Contractor shall comply with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.

[Handwritten Signature]
5/6/16



Exhibit A

5.2. The Contractor shall comply with all of the requirements of the Certification Standards for Behavioral Health Community Residences He-M 1002.

6. Performance Measures

6.1. The Contractor shall ensure 95% of calls received are acted upon within one (1) hour of receiving the call for services in accordance with contract requirements for response.

7. Deliverables

7.1. The Contractor shall provide a copy of all outreach and marketing tools designed and used in Section 2.12 to the Department at least ten (10) days prior to implementing them.

7.2. The Contractor shall provide a copy of the brochure designed in accordance with Section 2.13 for Department approval prior to distribution and within 90 days of the contract effective date.

7.3. The Contractor shall ensure Mobile Crisis apartments described in Section 2.14 are operational no later than sixty (60) days from the contract effective date.

[Handwritten Signature]
5/6/16



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with a combination of federal funds and general funds anticipated to be available based upon continued appropriation. Funds are conditioned upon continued support of the program by the state and federal governments. Department access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for all services and expenses shall be on a cost reimbursement basis only for actual expenditures.
4. Services provided by the Mobile Crisis Team will be paid by the New Hampshire Department of Health and Human Services as follows:
 - 4.1. Medicaid enrolled individuals:
 - 4.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the vendor will be paid in accordance with its contract with the MCO.
 - 4.1.2. Medicaid Fee for Service: The vendor will bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.2. Other insurance/payors:
 - 4.2.1. The vendor will directly bill the other insurance or payors.
 - 4.3. Uninsured individuals:
 - 4.3.1. The vendor will directly bill the New Hampshire Department of Health and Human Services.
5. Services not covered by Medicaid or by other insurance that are eligible for New Hampshire Department of Health and Human Services payment shall be paid to the Contractor within forty-five (45) days, upon receipt of the following:
 - 5.1. The monthly "Bureau of Behavioral Health Green Sheet" Invoice (Exhibit B-1), which shall include:
 - 5.1.1. Agency Name;
 - 5.1.2. Amount of request;
 - 5.1.3. Program Name (Mobile Crisis Response Team or Crisis Apartments);
 - 5.1.4. Time Period for which reimbursement is requested;
 - 5.1.5. Date of Request; and

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



Exhibit B

- 5.1.6. Costs for which reimbursement is requested must be itemized (e.g. salaries, travel, etc.).
- 5.2. All documents providing evidence of expenditure which must be itemized to reflect the budget line item number indicated in accordance with the Contract Budget (Exhibit B-3).
 - 5.2.1. Payments shall not exceed those indicated in the Contract Budget line items identified in Exhibit B-3.
- 5.3. The Mobile Crisis Teams Compliance Report (Exhibit B-2); and
- 5.4. All payments must be approved by the DHHS Administrator of Community Mental Health Services or designee prior to payment.
6. The Contractor is required to submit a Mobile Crisis Team Monthly Compliance Report (Exhibit B-2) to accompany the monthly invoices. New Hampshire Department of Health and Human Services reserves the right to withhold and/or reduce payments if the Contractor is not in compliance as indicated by the Report.
7. Invoices shall be submitted electronically to:
Administrator of Community Mental Health Services
NH Department of Health and Human Services
Division of Behavioral Health
105 Pleasant Street
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibits A and B.
9. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
11. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
12. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval by Governor and Executive Council.

Exhibit B

Contractor Initials

Date

[Handwritten Signature]
5/6/16

COPY ON GREEN PAPER ONLY

Exhibit B-1 "Green Sheet"

NEW HAMPSHIRE BUREAU OF BEHAVIORAL HEALTH

Shaded areas for BBH use only.

APPROVAL REQUEST FOR EXHIBIT B CONTRACT FUNDS

- 1. Agency name: _____
- 2. Date of request: _____
- 3. Amount of request: _____
- 4. Service development for which funds are requested (use additional sheets if necessary): _____

PROGRAM COORD. SIGNATURE (OCA, ELD, CHI etc)	EXHIBIT B ITEM	EXHIBIT B TYPE*	TOTAL AMOUNT REQUESTED	PAYMENT SCHEDULE (i.e., lump sum, monthly, etc.)

* Consumers, Childrens, Elders, Housing, PSA etc.

5. Authorized CMHC/PSA signature: _____

BBH PROGRAM MANAGER:

- Approved \$ _____
- Denied \$ _____

Signature: _____ Date: _____

BBH PAYMENT APPROVAL:

- Approved \$ _____
- Denied \$ _____

Signature: _____ Date: _____

Contractor Initials WLL

Date 5/6/16

Exhibit B-2
MOBILE CRISIS TEAMS
COMPLIANCE REPORT

Agency Name: _____

FY: _____ Month: _____

The Contractor shall ensure that the Mobile Crisis Team is available twenty-four (24) hours per day, seven (7) days per week.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is composed of clinicians trained to provide behavioral health emergency services and crisis intervention services, and also includes at least one (1) peer specialist and one (1) on-call psychiatrist/APRN.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to respond to individuals twenty-four (24) hours per day, seven (7) days per week onsite in their homes and in other natural environments and community settings where crises arise, including in crisis apartments.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to offer services and supports via telephone and, whenever necessary, consistent with legitimate safety concerns, meet face-to-face to de-escalate crises without removing the individuals from their homes and/or community programs.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to provide services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to work with law enforcement personnel to respond to individuals in mental health crisis who come into contact with law enforcement.

Meets compliance

Does not meet compliance

Corrective Action Plan:

WLB 5/11/12

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

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

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS
 (Name of RFP)

Budget Period: JULY 1, 2016 - JUNE 30, 2017

1. Total Salary/Wages	\$ 1,151,052.00	\$ 112,475.00	\$ 1,263,527.00	\$ 420,155.00	\$ 48,700.00	\$ 466,855.00	\$ 730,897.00	\$ 55,775.00	\$ 796,672.00
2. Employee Benefits	\$ 381,257.00	\$ 42,025.00	\$ 423,282.00	\$ 128,648.00	\$ 14,500.00	\$ 143,148.00	\$ 252,609.00	\$ 27,525.00	\$ 280,134.00
3. Consultants	\$ 76,796.00	\$ 8,604.00	\$ 85,400.00	\$ 24,856.00	\$ 3,034.00	\$ 27,890.00	\$ 51,940.00	\$ 5,570.00	\$ 57,510.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 13,500.00	\$ 1,500.00	\$ 15,000.00	\$ 4,700.00	\$ 550.00	\$ 5,250.00	\$ 8,800.00	\$ 950.00	\$ 9,750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,950.00	\$ 1,050.00	\$ 10,000.00	\$ 3,222.00	\$ 378.00	\$ 3,600.00	\$ 5,728.00	\$ 672.00	\$ 6,400.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 9,275.00	\$ 725.00	\$ 10,000.00	\$ 3,445.00	\$ 145.00	\$ 3,590.00	\$ 5,830.00	\$ 580.00	\$ 6,410.00
Office	\$ 11,117.00	\$ 1,397.00	\$ 12,514.00	\$ 3,877.00	\$ 592.00	\$ 4,469.00	\$ 7,240.00	\$ 805.00	\$ 8,045.00
6. Travel	\$ 13,400.00	\$ 1,600.00	\$ 15,000.00	\$ 4,673.00	\$ 577.00	\$ 5,250.00	\$ 8,727.00	\$ 1,023.00	\$ 9,750.00
7. Occupancy	\$ 76,245.00	\$ 9,255.00	\$ 85,500.00	\$ 23,783.00	\$ 3,142.00	\$ 26,925.00	\$ 52,462.00	\$ 6,113.00	\$ 58,575.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 22,375.00	\$ 2,625.00	\$ 25,000.00	\$ 7,831.00	\$ 919.00	\$ 8,750.00	\$ 14,544.00	\$ 1,706.00	\$ 16,250.00
Postage	\$ -	\$ 1,508.00	\$ 1,508.00	\$ -	\$ 528.00	\$ 528.00	\$ -	\$ 980.00	\$ 980.00
Subscriptions	\$ -	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 1,470.00	\$ 1,470.00	\$ -	\$ 2,730.00	\$ 2,730.00
Audit and Legal	\$ 4,103.00	\$ 497.00	\$ 4,600.00	\$ 1,477.00	\$ 173.00	\$ 1,650.00	\$ 2,828.00	\$ 324.00	\$ 2,950.00
Insurance	\$ 11,881.00	\$ 1,419.00	\$ 13,300.00	\$ 4,143.00	\$ 512.00	\$ 4,655.00	\$ 7,738.00	\$ 907.00	\$ 8,645.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 36,200.00	\$ 3,800.00	\$ 40,000.00	\$ 7,800.00	\$ 1,200.00	\$ 9,000.00	\$ 28,400.00	\$ 2,600.00	\$ 31,000.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 6,826.00	\$ 674.00	\$ 7,500.00	\$ 2,389.00	\$ 236.00	\$ 2,625.00	\$ 4,437.00	\$ 438.00	\$ 4,875.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a. Other - Building & Household Supplies	\$ 13,608.00	\$ 1,392.00	\$ 15,000.00	\$ 4,735.00	\$ 515.00	\$ 5,250.00	\$ 8,873.00	\$ 877.00	\$ 9,750.00
13b. Other - Food Supplies-Crisis Apartments	\$ 2,240.00	\$ 260.00	\$ 2,500.00	\$ 790.00	\$ 85.00	\$ 875.00	\$ 1,450.00	\$ 175.00	\$ 1,625.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,838,825.00	\$ 195,066.00	\$ 2,033,891.00	\$ 646,524.00	\$ 75,256.00	\$ 721,780.00	\$ 1,192,301.00	\$ 119,750.00	\$ 1,312,051.00

Indirect As A Percent of Direct

10.6%

The Mental Health Center of Greater Manchester
 Exhibit B-3 Budget
 Page 1 of 2

WTK
5/16/16

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

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

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS
 (Name of RFP)

Budget Period: JULY 1, 2017 - JUNE 30, 2018

1. Total Salary/Wages	\$ 1,162,779.00	\$ 125,794.00	\$ 1,288,573.00	\$ 408,114.00	\$ 44,001.00	\$ 450,115.00	\$ 756,665.00	\$ 81,793.00	\$ 838,458.00
2. Employee Benefits	\$ 395,078.00	\$ 43,040.00	\$ 438,116.00	\$ 149,000.00	\$ 14,340.00	\$ 163,340.00	\$ 246,076.00	\$ 28,700.00	\$ 274,776.00
3. Consultants	\$ 109,060.00	\$ 4,940.00	\$ 114,000.00	\$ 50,710.00	\$ 4,190.00	\$ 54,900.00	\$ 58,350.00	\$ 750.00	\$ 59,100.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 17,925.00	\$ 2,075.00	\$ 20,000.00	\$ 6,275.00	\$ 725.00	\$ 7,000.00	\$ 11,650.00	\$ 1,350.00	\$ 13,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 8,987.00	\$ 1,013.00	\$ 10,000.00	\$ 4,167.00	\$ 325.00	\$ 4,492.00	\$ 4,820.00	\$ 688.00	\$ 5,508.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 9,050.00	\$ 950.00	\$ 10,000.00	\$ 3,420.00	\$ 360.00	\$ 3,780.00	\$ 5,630.00	\$ 590.00	\$ 6,220.00
Office	\$ 11,179.00	\$ 1,335.00	\$ 12,514.00	\$ 4,850.00	\$ 440.00	\$ 5,290.00	\$ 6,329.00	\$ 895.00	\$ 7,224.00
6. Travel	\$ 13,642.00	\$ 1,358.00	\$ 15,000.00	\$ 5,699.00	\$ 651.00	\$ 6,250.00	\$ 7,943.00	\$ 807.00	\$ 8,750.00
7. Occupancy	\$ 83,647.00	\$ 9,253.00	\$ 92,900.00	\$ 29,300.00	\$ 3,215.00	\$ 32,515.00	\$ 54,347.00	\$ 6,038.00	\$ 60,385.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 28,852.00	\$ 3,148.00	\$ 30,000.00	\$ 9,400.00	\$ 1,100.00	\$ 10,500.00	\$ 17,452.00	\$ 2,048.00	\$ 19,500.00
Postage	\$ -	\$ 1,508.00	\$ 1,508.00	\$ -	\$ 530.00	\$ 530.00	\$ -	\$ 978.00	\$ 978.00
Subscriptions	\$ -	\$ 4,200.00	\$ 4,200.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 2,700.00	\$ 2,700.00
Audit and Legal	\$ 4,455.00	\$ 545.00	\$ 5,000.00	\$ 1,565.00	\$ 185.00	\$ 1,750.00	\$ 2,890.00	\$ 360.00	\$ 3,250.00
Insurance	\$ 11,945.00	\$ 1,355.00	\$ 13,300.00	\$ 4,225.00	\$ 475.00	\$ 4,700.00	\$ 7,720.00	\$ 860.00	\$ 8,600.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 36,595.00	\$ 3,405.00	\$ 40,000.00	\$ 16,900.00	\$ 1,600.00	\$ 18,500.00	\$ 19,695.00	\$ 1,805.00	\$ 21,500.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 6,625.00	\$ 875.00	\$ 7,500.00	\$ 2,650.00	\$ 350.00	\$ 3,000.00	\$ 3,975.00	\$ 525.00	\$ 4,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a. Other - Building & Household Supplies	\$ 13,278.00	\$ 1,725.00	\$ 15,000.00	\$ 5,600.00	\$ 650.00	\$ 6,250.00	\$ 7,675.00	\$ 1,075.00	\$ 8,750.00
13b. Other - Food Supplies-Crisis Apartments	\$ 2,220.00	\$ 280.00	\$ 2,500.00	\$ 395.00	\$ 55.00	\$ 450.00	\$ 1,825.00	\$ 225.00	\$ 2,050.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,913,312.00	\$ 206,799.00	\$ 2,120,111.00	\$ 700,270.00	\$ 74,592.00	\$ 774,862.00	\$ 1,213,042.00	\$ 132,207.00	\$ 1,345,249.00

Indirect As A Percent of Direct

10.8%

The Mental Health Center of Greater Manchester
 Exhibit B-3 Budget
 Page 2 of 2

WTR
5/16/16



SPECIAL PROVISIONS

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

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



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

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

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

WHL

5/14/14

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function .
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/16
Date

William Rider
Name: William Rider
Title: President/Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/14
Date

William Rider
Name: William Rider
Title: President/Chief Executive Officer



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

The Contractor 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]

5/6/16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/16
Date

William Rider
Name: William Rider
Title: President/Chief Executive Officer



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

The Contractor 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:

Contractor 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

Contractor Initials

[Handwritten Signature]

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

5/6/16

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/16
Date

WR
Name: William Rider
Title: President/Chief Executive Officer

Exhibit G

Contractor 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 Contractor 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 Contractor 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.

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/14
Date

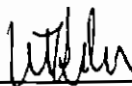

Name: William Rider
Title: President/Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor 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 Contractor and subcontractors and agents of the Contractor 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

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

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

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

[Handwritten Signature]

5/16/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

[Handwritten Signature]

5/16/16



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.



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.

The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/13/16
Date

The Mental Health Center of Greater Manchester
Name of the Contractor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President/Chief Executive Officer
Title of Authorized Representative

5/6/16
Date



**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 Contractor 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 Contractor 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.

Contractor Name: The Mental Health Center of Greater
Manchester

5/6/14

Date

Name: William Rider

Title: President/Chief Executive Officer

Contractor Initials

Date

WR
5/6/14

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor 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: Quentin Turnbull, M.D. Amount: 206,648
Name: William Rider, CEO Amount: 144,800
Name: Paul Michaud, CFO Amount: 120,528
Name: Patricia Carty, COO Amount: 100,569
Name: Richard Cornell, V.P. Amount: 93,995

Contractor Initials [Signature]
Date 5/16/16