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

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

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

October 7, 2019

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

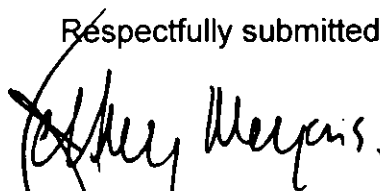
Should the Governor and Executive Council not authorize this request, individuals with co-occurring opioid use disorders and mental illness who are experiencing homelessness may not receive the specialized outreach and engagement needed to facilitate access to services.

Area served: Greater Manchester area.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, Federal Award Identification Number (FAIN) T1081685.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", is written over a circular stamp or seal that is partially obscured.

Jeffrey A. Meyers
Commissioner



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

This 1st Amendment to the Mobile Crisis Services and Supports for Opioid Use Disorder contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,244,084.
2. Add Exhibit A-1 – Amendment #1.
3. Exhibit B, Methods and Conditions Precedent to Payment, Section 3 to read:
 3. The Contractor agrees to provide the services in Exhibit A, Scope of Service, and Exhibit A-1, Scope of Service, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Exhibit B, Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
 - 4.1 Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, B-2, and B-3 Budgets.
5. Exhibit B, Methods and Conditions Precedent to Payment, Section 13, to read:
 - 13 The Contractor shall retain all records concerning PATH services in Exhibit A-1 for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
6. Add Exhibit B-3 – Amendment #1.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/25/19
Date

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

The Mental Health Center of Greater Manchester, Inc.

09/24/2019
Date

William Rider
Name: William Rider
Title: President / CEO

Acknowledgement of Contractor's signature:

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

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

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

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 8, 2023



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

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

OFFICE OF THE ATTORNEY GENERAL

Date 9/27/19

Name: *Catherine Pinos*
Title: CATHERINE PINOS
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: _____

WTR
9/24/19



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Work (PATH)

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

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



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

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

New Hampshire Department of Health and Human Services

Contractor name THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER (PATH Services)

Budget Period: SFY 2020

Line Item	Total/Program Cost			Contractor Share/Match			Funded by DHHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 71,201.78	\$ 7,474.22	\$ 78,676.00	\$ -	\$ -	\$ -	\$ 71,201.78	\$ 7,474.22	\$ 78,676.00
2. Employee Benefits	\$ 25,608.48	\$ 1,827.52	\$ 27,536.00	\$ -	\$ -	\$ -	\$ 25,608.48	\$ 1,827.52	\$ 27,536.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 363.52	\$ 29.48	\$ 393.00	\$ -	\$ -	\$ -	\$ 363.52	\$ 29.48	\$ 393.00
6. Travel	\$ 2,684.50	\$ 265.50	\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,684.50	\$ 265.50	\$ 2,950.00
7. Occupancy	\$ 716.17	\$ 70.83	\$ 787.00	\$ -	\$ -	\$ -	\$ 716.17	\$ 70.83	\$ 787.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,065.80	\$ 94.40	\$ 1,180.00	\$ -	\$ -	\$ -	\$ 1,065.80	\$ 94.40	\$ 1,180.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 424.80	\$ 47.20	\$ 472.00	\$ -	\$ -	\$ -	\$ 424.80	\$ 47.20	\$ 472.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software / EMR / HMIS & ART	\$ 352.00	\$ 48.00	\$ 400.00	\$ -	\$ -	\$ -	\$ 352.00	\$ 48.00	\$ 400.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 410.62	\$ 39.38	\$ 450.00	\$ -	\$ -	\$ -	\$ 410.62	\$ 39.38	\$ 450.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 102,847.47	\$ 9,996.53	\$ 112,844.00	\$ -	\$ -	\$ -	\$ 102,847.47	\$ 9,996.53	\$ 112,844.00

Indirect As A Percent of Direct

9.7%

State of New Hampshire

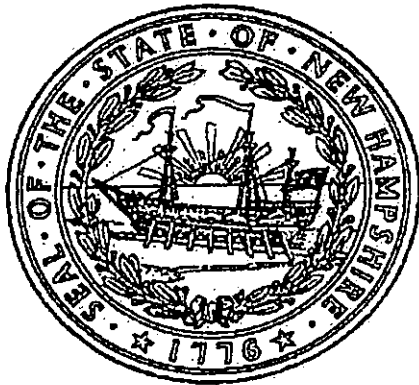
Department of State

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 : 0004505395



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2019.

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 September 24, 2019:
(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 24th day of September, 2019.
(Date Amendment 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)
Philip Hastings, Board Chair

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 24th day of September 20 19.

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

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

(NOTARY SEAL)

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

Commission Expires: August 8, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2019

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

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

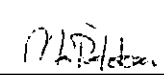
PRODUCER		CONTACT NAME: Teri Davis	
CGI Business Insurance		PHONE (A/C, No, Ext): (866) 841-4600	FAX (A/C, No): (603) 622-4618
171 Londonderry Turnpike		E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
Hooksett NH 03106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance	
		INSURER B: Philadelphia Indemnity	
		INSURER C: A.I.M. Mutual	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
The Mental Health Center of Greater Manchester, Inc.			
401 Cypress Street			
Manchester NH 03103-3628			

COVERAGES **CERTIFICATE NUMBER:** 19-20 w/VV Renewal **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PHPK1958850	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PHPH1958852	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					PHU8669112	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N N	ECC8004000298-2019A	09/12/2019	09/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
 This Certificate is issue for insured operations usual to Mental Health Services.

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

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The Mental Health Center
of Greater Manchester

MISSION

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

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

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

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

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

COMBINING FINANCIAL STATEMENTS

June 30, 2018

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
TABLE OF CONTENTS
June 30, 2018

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Combining Statements of Financial Position	1
Combining Statements of Activities and Changes in Net Assets	2
Combining Statements of Cash Flows	3
Notes to Combining Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	20
Analysis of BBH Revenues, Receipts and Receivables	21
Statement of Functional Public Support and Revenues	22
Statement of Functional Expenses	23



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, 2018, 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, 2018, 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 Supplementary Pages 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. 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.

Kittel Branigan & Sargent

St. Albans, Vermont
October 24, 2018

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2018

ASSETS

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 6,218,262	\$ 19,675	\$ -	\$ 6,237,937
Accounts Receivable, net	1,286,113	-	-	1,286,113
Other Accounts Receivable	483,278	-	-	483,278
Due From Affiliate	-	28,525	(28,525)	-
Investments	-	3,880,108	-	3,880,108
Prepaid Expenses	394,375	-	-	394,375
TOTAL CURRENT ASSETS	<u>8,382,028</u>	<u>3,928,308</u>	<u>(28,525)</u>	<u>12,281,811</u>
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	<u>14,349,131</u>	<u>-</u>	<u>-</u>	<u>14,349,131</u>
TOTAL ASSETS	<u>\$ 22,731,159</u>	<u>\$ 3,928,308</u>	<u>\$ (28,525)</u>	<u>\$ 26,630,942</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts Payable	\$ 166,634	\$ -	\$ -	\$ 166,634
Accrued Payroll & Vacation, other accruals	3,250,340	710	-	3,251,050
Deferred Revenue	46,159	-	-	46,159
Due To Affiliate	28,525	-	(28,525)	-
Current Portion of Long-Term Debt	201,405	-	-	201,405
Amounts held for Patients and Other Deposits	17,473	-	-	17,473
TOTAL CURRENT LIABILITIES	<u>3,710,536</u>	<u>710</u>	<u>(28,525)</u>	<u>3,682,721</u>
EXTENDED ILLNESS LEAVE, Long term	<u>415,165</u>	<u>-</u>	<u>-</u>	<u>415,165</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>71,225</u>	<u>-</u>	<u>-</u>	<u>71,225</u>
LONG-TERM DEBT, less current maturities and unamortized debt issuance costs	<u>7,213,619</u>	<u>-</u>	<u>-</u>	<u>7,213,619</u>
NET ASSETS				
Unrestricted	11,320,614	3,587,909	-	14,908,523
Temporarily restricted	-	107,392	-	107,392
Permanently restricted	-	232,297	-	232,297
TOTAL NET ASSETS	<u>11,320,614</u>	<u>3,927,598</u>	<u>-</u>	<u>15,248,212</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 22,731,159</u>	<u>\$ 3,928,308</u>	<u>\$ (28,525)</u>	<u>\$ 26,630,942</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, 2018

	MHCGM		Foundation		Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted	Permanently Restricted		
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 21,293,641	\$ -	\$ -	\$ -	\$ -	\$ 21,293,641
Fees and Grants from Governmental Agencies	2,879,822	-	-	-	-	2,879,822
Rental Income	626,055	-	-	-	-	626,055
Other Income	5,884,646	-	-	-	-	5,884,646
TOTAL REVENUE AND OTHER SUPPORT	30,684,164	-	-	-	-	30,684,164
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	4,372,890	-	-	-	-	4,372,890
Elderly	320,757	-	-	-	-	320,757
Emergency Services	1,934,951	-	-	-	-	1,934,951
Vocational Services	592,568	-	-	-	-	592,568
Non-Eligibles	1,382,534	-	-	-	-	1,382,534
Multi-Service Team	7,284,290	-	-	-	-	7,284,290
ACT Team	3,270,457	-	-	-	-	3,270,457
Crisis Unit	4,689,604	-	-	-	-	4,689,604
Community Residences & Support Living	1,552,426	-	-	-	-	1,552,426
Other	1,149,581	-	-	-	-	1,149,581
Total Program Services	26,550,058	-	-	-	-	26,550,058
Supporting Services						
Management and General	3,210,540	-	-	-	(85,000)	3,125,540
Property	1,001,958	-	-	-	-	1,001,958
TOTAL OPERATING EXPENSES	30,762,556	-	-	-	(85,000)	30,677,556
INCOME (LOSS) FROM OPERATIONS	(78,392)	-	-	-	85,000	6,608
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	461,811	85,336	20,000	-	(242,703)	324,444
Interest/Dividend Income	26,587	111,728	-	-	-	138,315
Investment Gain	-	215,623	-	-	-	215,623
Dues	-	(4,800)	-	-	-	(4,800)
Donations to MHCGM	-	(157,703)	-	-	157,703	-
Miscellaneous Expenses	-	(6,684)	-	-	-	(6,684)
NON-OPERATING REVENUE/ (EXPENSES), NET	488,398	243,500	20,000	-	(85,000)	666,898
INCREASE IN NET ASSETS	410,006	243,500	20,000	-	-	673,506
NET ASSETS AT BEGINNING OF YEAR	10,910,608	3,344,409	87,392	232,297	-	14,574,706
NET ASSETS AT END OF YEAR	\$ 11,320,614	\$ 3,587,909	\$ 107,392	\$ 232,297	\$ -	\$ 15,248,212

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, 2018

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 410,006	\$ 263,500	\$ -	\$ 673,506
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation and amortization	631,889	-	-	631,889
Unrealized gain on investments	-	(163,957)	-	(163,957)
Realized gain on investments	-	(72,387)	-	(72,387)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,410	-	-	1,410
Other Accounts Receivable	403,268	-	-	403,268
Due from Affiliate		27,060	(27,060)	-
Prepaid Expenses	(257,073)	-	-	(257,073)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(194,334)	-	-	(194,334)
Due to Affiliate	(27,060)	-	27,060	-
Accrued Expenses and Other Current Liabilities	(112,131)	-	-	(112,131)
Deferred Revenue	(27,983)	-	-	(27,983)
Amounts held for Patients and Other Deposits	9,764	-	-	9,764
Post Retirement Benefit Obligation	(1,725)	-	-	(1,725)
Extended Illness Leave	17,925	-	-	17,925
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>853,956</u>	<u>54,216</u>	<u>-</u>	<u>908,172</u>
 CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(2,555,171)	-	-	(2,555,171)
Finance costs incurred	(104,609)	-	-	(104,609)
Proceeds from sale of investments	-	85,489	-	85,489
Purchase of investments	-	(138,793)	-	(138,793)
NET CASH USED IN INVESTING ACTIVITIES	<u>(2,659,780)</u>	<u>(53,304)</u>	<u>-</u>	<u>(2,713,084)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES				
Long-term debt reduction	(169,956)	-	-	(169,956)
NET INCREASE (DECREASE) IN CASH	(1,975,780)	912	-	(1,974,868)
CASH AT BEGINNING OF YEAR	<u>8,194,042</u>	<u>18,763</u>	<u>-</u>	<u>8,212,805</u>
CASH AT END OF YEAR	<u>\$ 6,218,262</u>	<u>\$ 19,675</u>	<u>\$ -</u>	<u>\$ 6,237,937</u>
 SUPPLEMENTAL DISCLOSURES				
Real Estate acquired with long-term debt	<u>\$ 7,680,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Interest paid	<u>\$ 218,077</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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, 2018

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.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2018, the Center occupies approximately 31,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation

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, 2015, 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.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

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, 2018, the Center maintained its estimate in the allowance for doubtful accounts at 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,697,713 as of June 30, 2018 from \$2,814,022 as of June 30, 2017. This was a result of an overall decrease in accounts receivable from \$4,110,534 as of June 30, 2017 to \$3,983,826 as of June 30, 2018. 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, 2018

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, 2018 totaled \$21,293,641, of which \$20,921,393 was revenue from third-party payors and \$372,248 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, 2018

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 \$464,473 for the year ended June 30, 2018.

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 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 1,842,016
Managed medicaid	305,365
Medicaid receivable	517,135
Medicare receivable	205,506
Other insurance	<u>1,113,804</u>
	3,983,826
Allowance	<u>(2,697,713)</u>
	 <u>\$ 1,286,113</u>

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 6,131
BBH - Cypress Center	56,250
BBH - MCRT	99,707
BBH - IRB	5,250
Boston University	3,149
Catholic Medical Center	116,440
Cenpatico	58,108
Community Connection	12,165
Dartmouth	34,323
Farnum Center	2,088
Harvard Pilgrim	58,856
Manchester Community Health	8,460
Mobile Community Health	2,876
North Shore LIJ	7,026
Two Wall Street Tenants	8,989
Miscellaneous accounts receivable	<u>3,460</u>
	 <u>\$ 483,278</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 4 INVESTMENTS

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

	Cost	Market
Cash and Cash Equivalents	\$ 62,337	\$ 62,337
Marketable Equity Securities	3,398,652	3,817,771
TOTAL	\$3,460,989	\$3,880,108

Investment return consisted of the following:

Advisory Fees	\$ (20,721)
Net realized gain	72,387
Annualized unrealized gain, net	163,957
TOTAL INVESTMENT GAIN	\$ 215,623

NOTE 5 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 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 Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2018. 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>06/30/18</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 62,337	\$ 62,337	\$ -	\$ -
Fixed Income				
Corporate Bonds	569,776	569,776	-	-
Mutual Funds:				
Bank Loans	170,137	170,137	-	-
Diversified Emerging Mkts	166,396	166,396	-	-
Foreign Large Blend	279,219	279,219	-	-
Exchange Traded Fund	306,740	306,740	-	-
Foreign Large Growth	180,050	180,050	-	-
Health	145,841	145,841	-	-
Inflation Protected Bond	67,219	67,219	-	-
Intermediate Term Bond	106,129	106,129	-	-
Large Blend	869,404	869,404	-	-
Large Value	187,936	187,936	-	-
Large Growth	219,400	219,400	-	-
Market Neutral	51,217	51,217	-	-
Nontraditional Bond	126,524	126,524	-	-
Technology	126,815	126,815	-	-
World Bond	148,712	148,712	-	-
World Small/Mid Stock	96,256	96,256	-	-
Total	<u>\$ 3,880,108</u>	<u>\$ 3,880,108</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 6 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, 2018:

Land	\$ 2,143,708
Buildings and improvements	15,465,893
Furniture and equipment	<u>2,358,028</u>
	19,967,629
Accumulated depreciation	<u>(5,618,498)</u>
	<u>\$14,349,131</u>

Depreciation expense for the year ended June 30, 2018 was \$622,300.

NOTE 7 DEFERRED REVENUE

CIP Grant	\$ 13,088
Feed NH Grant	5,000
Great Manchester Charitable Trust	3,245
Miscellaneous deferred revenue	8
NH Charitable Foundation	10,348
Pearl Manor Senios Initiative Grant	9,835
Stigma Symposium	<u>4,635</u>
	<u>\$ 46,159</u>

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2018:

Net Post-Retirement Health Cost:

Service cost	\$ 30,858
Interest cost	<u>15,007</u>
Net post retirement health cost	<u>\$ 45,865</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 397,240
Service cost	30,858
Interest cost	15,007
Actuarial loss	6,858
Benefits paid	<u>(34,798)</u>
 Benefit obligation at end of year	 <u>\$ 415,165</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 415,165
Fair value of plan assets	<u>-</u>
 Unfunded accumulated postretirement benefit obligation	 <u>\$ 415,165</u>

Reconciliation of Accrued Costs:

Accrued post retirement health cost at beginning of year	\$ 545,874
Net post retirement health cost for the year	38,989
Contributions made during the year (benefits paid)	<u>(34,797)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 550,066</u>

Estimated Future Benefit Payments:

2018 – 2019	\$ 62,700
2019 – 2020	76,900
2020 – 2021	32,100
2021 – 2022	31,700
2022 – 2023	24,800
2023 – 2028	<u>172,200</u>
 Expected contribution for next fiscal year	 <u>\$ 62,700</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (397,240)
Net actuarial gain arising during the year	(6,858)
Increase from current year service and interest cost	(45,865)
Contributions made during the year	<u>34,798</u>
 Balance sheet liability at end of year	 <u>\$ (415,165)</u>

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (148,636)
Net actuarial (gain) or loss arising during the year	6,858
Reclassification from amortization of net actuarial loss recognized during the year	<u>6,877</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Not Yet Classified As Net
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(134,901)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net
Postretirement Benefit Cost in Next Fiscal Year:

Recognition net Actuarial (Gain)/Loss in next fiscal year's expense	<u>\$ (7,730)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.22% at June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

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 4.22% for the year ending June 30, 2018; 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.

Net Post-Retirement Health Cost:

Interest cost	\$ 2,673
Net amortization of (gain)	<u>7,541</u>
Net post retirement health cost/(income)	<u>\$ 10,214</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 72,950
Interest cost	2,673
Actuarial loss	7,541
Benefits paid	<u>(11,939)</u>
Benefit obligation at end of year	<u>\$ 71,225</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 71,225
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 71,225</u>

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 166,358
Net post retirement health cost/(income) for the year	(6,911)
Contributions made during the year (benefits paid)	<u>(11,939)</u>
Accrued post retirement health cost at end of year	<u>\$ 147,508</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

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

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, 2018:

Discount rate 4.22%

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>\$ 2,747</u>	<u>\$ 2,604</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 72,882</u>	<u>\$ 69,651</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2018:

Discount rate 4.22%

Cash Flows

Estimated Future Benefit Payments:

2018 – 2019	\$ 11,100
2019 – 2020	10,100
2020 – 2021	8,300
2021 – 2022	7,200
2022 – 2023	6,100
2023 – 2028	19,700

Expected contribution for next fiscal year: \$ 11,100

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (72,950)
Net actuarial gain or (loss) arising during the year	(7,541)
Increase from current year service and interest cost	(2,673)
Contributions made during the year	<u>11,939</u>
 Balance sheet liability at end of year	 <u>\$ (71,225)</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

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	\$ (93,409)
Net actuarial (gain) arising during the year	7,541
Reclassification from amortization of net actuarial loss recognized during the year	<u>9,584</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(76,284)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of net Actuarial (Gain) Loss in next fiscal year's expense	<u>\$ (8,655)</u>
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NOTE 10 LINE OF CREDIT

As of June 30, 2018, 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, 2018. These funds are available with interest charged at TD Bank, N.A. Base Rate (5% as of June 30, 2018). The line of credit is due on demand.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 11 LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2018:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate.	\$ 5,760,000
Note payable to a bank, due December 2025, monthly principal and interest payments of \$23,433 at a 4.4% interest rate. Secured by specific real estate.	<u>1,750,044</u>
Total long-term debt before unamortized debt issuance costs	7,510,044
Less: Current Portion	(201,405)
Less: Unamortized debt issuance costs	<u>(95,020)</u>
LONG-TERM PORTION	<u>\$ 7,213,619</u>

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

Year Ending <u>June 30,</u>	
2019	\$ 201,405
2020	210,448
2021	219,897
2022	229,770
2023	240,086
Thereafter	<u>6,408,438</u>
	<u>\$ 7,510,044</u>

Interest expense for the year ending June 30, 2018 was \$248,772. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$9,589 is reflected in interest expense. The remaining balance of \$239,183 is interest related to the above debt for the year ended June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 12 LEASE OBLIGATIONS

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, 2018 are as follows:

2019	\$ 78,856
2020	65,107
2021	34,851
2022	14,777

Rent expense was \$70,579 for the year ended June 30, 2018.

NOTE 13 LEASES IN FINANCIAL STATEMENTS OF LESSORS

In July 2017, the Center acquired real estate it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to non-related third parties. Aggregate future minimum lease payments to be received under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 380,542
2020	268,135
2021	176,199
2022	61,350
2023	61,350
Thereafter	71,575

Base rent income was \$479,731 for the year ended June 30, 2018.

NOTE 14 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, 2018 is \$6,131 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, 2018 are as follows:

Billed	<u>\$ 81,825</u>
Reimbursed	<u>\$ 82,291</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2018

NOTE 15 CONCENTRATIONS OF CREDIT RISK

The Center held deposits with TD Bank N.A. totaling \$6,390,322 as of June 30, 2018. Of this amount \$97,704 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,042,618 as of June 30, 2018.

The Foundation held investments with LPL Financial totaling \$3,880,108 as of June 30, 2018. Of this amount \$3,380,108 is in excess of SIPC coverage of \$500,000 and is uninsured.

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, 2018 is as follows:

Due from clients	46 %
Managed medicaid	8
Medicaid	13
Medicare	5
Other insurance	<u>28</u>
	<u>100 %</u>

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 24, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

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, 2018

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances & Discounts	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 1,570,357	\$ 4,806,240	\$ (4,433,992)	\$ 367,288	\$ (467,877)	\$ 1,842,016
MANAGED MEDICAID	305,365	17,998,203	(5,377,020)	23,133	(12,644,316)	305,365
MEDICAID	343,618	5,506,313	(2,390,139)	101,483	(3,044,140)	517,135
MEDICARE	207,385	1,950,286	(660,118)	(368,566)	(923,481)	205,506
OTHER INSURANCE	<u>1,683,809</u>	<u>6,461,888</u>	<u>(2,587,724)</u>	<u>(1,494,448)</u>	<u>(2,949,721)</u>	<u>1,113,804</u>
TOTAL	<u>\$ 4,110,534</u>	<u>\$ 36,722,930</u>	<u>\$ (15,448,993)</u>	<u>\$ (1,371,110)</u>	<u>\$ (20,029,535)</u>	<u>\$ 3,983,826</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, 2018

	<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, 2018	<u>\$ 398,203</u>	<u>\$ 3,044,739</u>	<u>\$ (3,280,057)</u>	<u>\$ 162,885</u>

<u>Analysis of Receipts: Date of Receipt/Deposit</u>	<u>Amount</u>
07/01/17	\$ 141,124
07/03/17	270,690
07/14/17	885
07/21/18	126,628
09/21/17	140,631
09/22/17	244,666
10/02/17	37,500
10/24/17	225,791
12/05/17	325,682
01/19/18	202,370
02/09/18	885
02/22/18	404,102
03/01/18	15,013
04/16/18	885
05/02/18	588,031
06/22/18	477,582
06/27/18	77,592
	<u>\$ 3,280,057</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, 2018

	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	Property
PROGRAM SERVICE FEES																
Net Client Fees	\$ 372,248	\$ -	\$ 372,248	\$ 36,294	\$ (39,819)	\$ 88,754	\$ 5,694	\$ (51,349)	\$ (200,346)	\$ 7,090	\$ 403,874	\$ 8,930	\$ 8,318	\$ -	\$ 104,810	\$ -
HMO's	1,289,149	-	1,289,149	133,461	9,811	217,848	-	379,305	189,381	31,458	347,887	-	-	-	-	-
Blue Cross/Blue Shield	2,025,586	-	2,025,586	289,525	60,762	308,726	-	471,924	436,845	35,437	422,367	-	-	-	-	-
Medicaid	15,737,357	-	15,737,357	5,047,590	305,999	480,917	348,168	264,162	4,982,291	2,129,977	1,214,909	391,939	521,888	3,019	46,498	-
Medicare	1,290,168	-	1,290,168	5,725	206,896	10,784	902	177,154	804,394	75,738	4,981	316	967	142	2,189	-
Other Insurance	559,429	-	559,429	22,124	(5,114)	60,417	10,612	111,172	123,330	3,352	234,235	-	18	-	(717)	-
Other Program Fees	19,704	-	19,704	351	(325)	7,773	-	1,853	1,520	101	8,321	-	110	-	-	-
Sub-total	21,293,641	-	21,293,641	5,535,070	538,210	1,175,217	365,376	1,354,221	6,317,415	2,283,153	2,636,554	401,185	531,299	3,161	152,780	-
LOCAL/COUNTY GOVERNMENT																
Donations/Contributions	461,811	-	461,811	-	-	-	-	157,703	(5,000)	-	-	-	-	-	309,108	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL FUNDING																
PATH	40,121	-	40,121	-	-	40,121	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME	128,936	-	128,936	-	-	-	-	-	-	-	839	-	118,287	-	9,830	497,119
INTEREST INCOME	26,587	-	26,587	-	-	-	-	-	-	-	-	-	-	-	26,587	-
BBH																
Bureau of Behavioral Health	1,832,036	-	1,832,036	3,152	-	440,884	-	-	-	450,000	675,000	-	-	63,000	-	-
Other BBH	1,204,125	-	1,204,125	-	-	-	-	-	-	-	1,204,125	-	-	-	-	-
OTHER REVENUES	5,884,646	-	5,884,646	1,755,890	66,830	604,390	151,784	24,326	1,169,848	621,062	357,000	32,710	274,052	375	826,379	-
Sub-total	9,381,802	-	9,381,802	1,762,582	66,830	1,065,395	151,784	182,029	1,164,848	1,071,062	2,236,964	32,710	392,319	63,375	1,171,904	497,119
TOTAL PROGRAM REVENUES	\$ 30,675,443	\$ -	\$ 30,675,443	\$ 7,297,652	\$ 605,040	\$ 2,260,612	\$ 517,160	\$ 1,536,250	\$ 7,482,263	\$ 3,354,215	\$ 4,873,518	\$ 433,895	\$ 923,618	\$ 66,536	\$ 1,324,684	\$ 497,119

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2018

	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	Property
PERSONNEL COSTS																
Salary and Wages	\$ 19,701,960	\$ 2,092,973	\$ 17,608,987	\$ 3,042,378	\$ 198,128	\$ 1,413,045	\$ 363,902	\$ 1,033,031	\$ 4,855,912	\$ 2,148,827	\$ 2,932,744	\$ 356,054	\$ 585,606	\$ 43,889	\$ 635,673	\$ -
Employee Benefits	4,158,511	471,068	3,687,443	726,867	42,989	222,250	82,643	92,029	1,039,367	509,708	573,883	86,190	162,448	9,883	138,986	-
Payroll Taxes	1,429,114	148,893	1,280,221	218,517	14,704	101,463	27,011	78,839	348,266	154,927	218,282	26,158	42,543	3,167	50,244	-
Sub-total	25,289,585	2,712,934	22,576,651	3,987,760	255,821	1,736,758	473,756	1,201,899	6,241,845	2,813,462	3,724,909	468,402	790,597	58,739	824,903	-
PROFESSIONAL FEES																
Client Evaluations/Services	332,399	58,173	276,226	(5,292)	638	-	1,052	39,178	165,088	2,342	66,236	-	-	457	8,527	-
Audit Fees	54,000	5,125	48,875	8,658	756	3,715	1,134	3,132	13,122	6,912	7,020	594	1,838	218	1,782	-
Legal Fees	67,576	6,278	61,298	13,245	574	2,675	2,977	6,380	19,552	8,272	5,306	428	1,322	184	1,283	-
Other Prof. Fees/Consultants	71,276	13,357	57,919	10,789	1,214	4,528	1,456	4,060	13,324	7,481	6,933	609	1,883	270	5,372	32,079
STAFF DEVELOPMENT & TRAINING																
Journals/Publications	3,729	435	3,294	693	-	-	-	19	(9)	-	260	32	594	-	1,705	-
In-service Training (1,053)	-	-	(1,053)	-	-	-	-	-	(5,000)	-	3,507	-	440	-	-	-
Conferences/Conventions	80,794	19,887	40,907	7,215	514	1,978	429	1,424	13,862	4,039	7,712	279	604	304	2,747	-
Other Staff Development	104,913	23,702	81,211	(1,329)	-	-	13,038	3,168	15,487	7,713	16,766	-	9,972	-	16,416	-
OCCUPANCY COSTS																
Rent	8,407	8,407	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heating Costs	7,273	-	7,273	-	-	-	-	-	-	-	-	-	-	7,273	-	-
Other Utilities	227,805	8,920	218,885	(84)	6,387	24,190	8,864	(49)	38,854	17,915	71,021	-	43,607	3,342	4,838	156,139
Maintenance & Repairs	478,646	21,130	457,516	18,172	13,003	26,500	18,086	9,403	93,710	37,587	159,169	1,600	66,390	6,142	5,754	204,856
Other Occupancy Costs	14,762	107	14,655	-	40	74	126	-	825	299	8,005	180	5,062	49	15	163,904
CONSUMABLE SUPPLIES																
Office	251,887	92,130	159,757	19,112	900	4,063	4,723	13,909	47,949	12,236	29,104	116	5,751	703	21,191	-
Building/Household	61,602	1,902	59,700	848	970	4,370	1,394	464	6,829	2,825	35,046	10	5,537	595	912	-
Educational/Training	446,054	2,212	443,842	26,248	5,340	6,050	2,336	1,175	154,851	53,944	144,246	627	2,969	33	48,223	-
Food	73,759	2,268	71,493	784	16	15	172	70	259	304	64,279	16	4,680	1	897	-
Medical	77,871	32	77,839	54	5	23	7	20	29,455	44	45,763	4	11	1	2,452	-
Other Consumable Supplies	437,267	75,201	362,066	58,739	5,558	26,088	9,018	22,483	95,041	55,235	52,359	5,311	14,456	1,757	18,021	-
Depreciation-Equipment	258,865	23,813	234,852	43,285	7,404	13,541	6,526	13,284	49,929	33,256	40,782	4,394	14,896	1,111	6,444	-
Depreciation-Building	167,609	9,016	158,593	5,520	5,550	8,304	7,411	3,138	36,842	14,823	43,970	-	26,268	6,820	147	196,025
Equipment Maintenance	37,088	7,883	29,205	4,392	329	1,589	647	1,804	7,680	3,390	5,881	256	1,844	97	1,286	-
Advertising	56,236	4,914	51,322	5,999	594	2,526	771	3,132	8,823	4,700	5,007	404	1,249	147	17,870	184
Printing	43,769	11,970	31,799	6,005	303	1,963	539	4,514	7,706	2,349	4,555	156	482	122	3,105	-
Telephone/Communication	342,767	29,586	313,181	44,961	7,273	21,853	13,537	21,481	72,957	36,814	56,939	7,592	19,806	3,218	6,750	-
Postage & Shipping	42,632	23,449	19,183	2,733	219	2,326	329	1,040	3,892	2,002	5,102	172	532	63	773	-
TRANSPORTATION																
Staff	215,175	2,829	212,346	35,604	851	12,788	15,371	504	39,263	82,868	10,065	4,513	3,983	180	6,336	-
Clients	6,386	-	6,386	7	-	27	-	-	20	60	2,504	-	3,768	-	-	-
INSURANCE																
Malpractice & Bonding	56,017	5,316	50,701	8,980	784	3,854	1,176	3,249	13,613	7,170	7,282	616	1,904	224	1,849	-
Vehicles	9,392	891	8,501	1,508	131	646	197	545	1,202	1,202	1,221	103	319	38	310	-
Comp Property/Liability	141,090	13,369	127,701	22,617	1,975	9,707	2,963	8,183	34,285	18,060	18,342	1,552	4,797	564	4,656	-
MEMBERSHIP DUES	37,787	3,583	34,204	5,126	448	2,200	672	1,855	7,921	4,094	4,358	352	1,125	4,108	1,945	-
INTEREST EXPENSE																
OTHER EXPENDITURES	277,433	23,703	253,730	40,545	3,160	12,590	4,761	13,070	54,952	28,959	35,935	2,476	7,895	900	48,687	248,771
Total Expenditures	29,780,588	3,210,540	26,550,058	4,372,890	320,757	1,934,951	592,568	1,382,534	7,284,290	3,270,457	4,689,604	500,774	1,051,852	90,365	1,059,196	1,001,958
Administration Allocation	-	(3,210,540)	3,210,540	538,863	40,146	224,935	81,097	178,424	693,464	389,897	578,883	66,469	129,677	12,440	76,245	-
TOTAL PROGRAM EXPENSES	29,780,588	-	29,780,598	4,911,753	360,903	2,159,886	673,665	1,560,958	8,177,754	3,660,354	5,268,487	567,243	1,181,329	102,825	1,135,441	1,001,958
SURPLUS/(DEFICIT)	\$ 914,845	\$ -	\$ 914,845	\$ 2,385,899	\$ 244,137	\$ 100,726	\$ (158,505)	\$ (24,708)	\$ (695,491)	\$ (306,139)	\$ (394,669)	\$ (133,348)	\$ (257,711)	\$ (38,269)	\$ 189,243	\$ (504,639)

See Independent Auditor's Report.

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

**BOARD OF DIRECTORS
2018 – 2019**

Philip Hastings, Chair (Term 6 yrs 10/2015-9/2021)

Kevin Sheppard, Vice Chair (Term 6 yrs 10/2016-9/2022)

Sheila McNeil, Treasurer (Term 6 yrs 10/2013 – 9/2019)

Thomas Lavoie, Secretary (Term 6 yrs 10/2013 – 9/2019)

Capt. Allen Aldenberg (Term 6 yrs 1/2019 – 9/2024)

Jeff Eisenberg (Term 6 yrs 10/2018 – 9/2024)

David Harrington, (Term 6 yrs 10/2017 – 9/2023)

Michael Harrington (Term 6 yrs 10/2013 – 9/2019)

Jaime Hoebeke (Term 6 yrs 10/2015 – 10/2021)

Brent Kiley (Term 6 yrs 10/2017 – 9/2023)

Tina Legere (Term 6 yrs 10/2018 – 9/ 2024)

Lizabeth MacDonald (Term 6 yrs 4/2016-9/2022)

Christina Mellor (Term 6 yrs 10/2015 – 9/2021)

Elaine Michaud (Term 6 yrs 10/2015 – 9/2021)

Theresa Ryan (Term 6 yrs 10/2014 – 9/2020)

Ron Schneebaum, MD (Term 6 yrs 10/2018 – 9/2024)

Andrew Seward (Term 6 yrs 10/2016 – 9/2022)

Richard Shannon (Term 6 yrs 10/2016 – 9/2022)

Shannon Sullivan (Term 6 yrs 10/2014 – 9/2020)

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: Chair, Board of Directors

Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 2017 NH Business Excellence Award in the Large Non Profit Category
- 1992 NAMI Professional of the Year Award

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

DESCRIPTION

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

EDUCATION

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

EXPERIENCE

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

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

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

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

PUBLICATIONS

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

**PAUL J. MICHAUD
MSB, BS**

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

LEADERSHIP POSITIONS

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

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

Significant Accomplishments – Post-Acute Healthcare facilities:

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

Audit / Consulting Manager

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

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*)

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.

The Mental Health Center of Greater Manchester

Name of Program: PATH Amendment To Mobile Crisis Support Team for Opioid Use Disorders

BUDGET PERIOD: SFY: 2020

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
WILLIAM RIDER	PRESIDENT / CEO	\$ 160,050	0.02 %	\$ 320.10
PATRICIA CARTY	EXECUTIVE VP / COO	\$ 114,446	0.03%	\$ 343.33
PAUL MICHAUD	VP of FINANCE / CFO	\$ 127,556	0.01%	\$ 127.55
MICHAEL McNAMARA	VP / CHIEF MEDICAL OFFICER	\$ 187,416	0.01%	\$ 187.41



17
max

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

May 22, 2019

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

The Mental Health Center of Greater Manchester, Inc.

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

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

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

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

Area served: Greater Manchester area.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", written over a circular stamp or seal.

Jeffrey A. Meyers
Commissioner



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

MOBILE CRISIS SERVICES AND
SUPPORTS FOR

RFP-2019-BDAS-09-MOBIL

RFP Name

RFP Number

Reviewer Names

Bidder Name

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

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

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 31, 2019

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

Dear Commissioner Meyers:

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

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

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

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

Sincerely,

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

Denis Goulet

DG/ik/ck
DoIT #2019-052

cc: Bruce Smith, IT Manager, DoIT

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


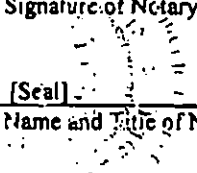
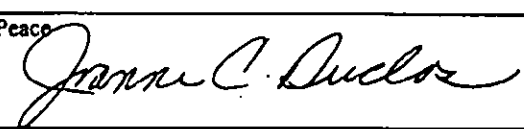
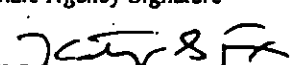

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-206-8552	1.6 Account Number 05-095-092-920510-70400000-102-500731	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$1,131,240
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider, President / CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 30, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace JOANNE C. DUCLOS, Notary Public My Commission Expires August 8, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kutja Stox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			


4/30/19

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.
- 1.4. For the purposes of this contract, the Contractor shall be identified as a sub recipient, in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A**

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

- 2.8.7. Case management:
- 2.8.7.1. Case management services shall be expedited through referral and linkage to community-based services through the Contractor's partnering with multiple organizations in a behaviorally integrated manner.
- 2.8.8. Law enforcement/emergency medical/Doorway coordination:
- 2.8.8.1. Law enforcement/emergency medical/Doorway coordination shall be provided 24/7 through coordination with area police and fire, emergency medical personnel, and the Doorway to ensure that individuals in need find the path to recovery; and
 - 2.8.8.2. Coordination may also include the use of the Contractor's Intensive Transition Team that screens individuals per the determinants of health and connects them to community-based services, which ensure smooth care transitions.
- 2.9. The Contractor shall provide de-escalation interventions within one (1) hour of receiving a request. De-escalation interventions shall include, but not be limited to:
- 2.9.1. Operating the OUD MCRT crisis response line 24/7:
 - 2.9.1.1. Respond to crises face-to-face in the community within one (1) hour, beginning with the initial telephone triage response by the Master's Level Clinician.
 - 2.9.2. Individual-centered recovery which shall include, but not be limited to:
 - 2.9.2.1. Intent, empathetic and careful listening while validating, displaying interest and hope to assist the intensity of the moment;
 - 2.9.2.2. For individuals known to the Contractor, provide immediate access to the individuals own crisis care plan and strengths along with their personal goals via their Service Plan;
 - 2.9.2.3. For individuals new to the Contractor, provide follow-up services which shall include, but not be limited to:
 - 2.9.2.3.1. Crisis stabilization;
 - 2.9.2.3.2. Medication management; and
 - 2.9.2.3.3. Benefits assistance.
 - 2.9.3. Peer support:



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

2.9.8. Support systems:

- 2.9.8.1. The Contractor's Master's Level Clinicians, Peer Recovery Coaches/Certified Recovery Support Workers shall identify and mobilize supports within the individual's natural environment;
- 2.9.8.2. Immediate and direct referrals shall be made as needed, which shall include, but not be limited to:
 - 2.9.8.2.1. Substance Use Disorder services;
 - 2.9.8.2.2. Medication Services;
 - 2.9.8.2.3. Crisis bed/apartment referral;
 - 2.9.8.2.4. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available;
 - 2.9.8.2.5. Transportation shall be offered to bring an individual experiencing a OUD crisis to the most supportive and appropriate setting; and
 - 2.9.8.2.6. Transportation shall also be arranged to return the individual to their natural environment after receiving OUD MCRT services.

2.9.9. Intensive treatment team:

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

2.9.10. Suicide risk assessment:

- 2.9.10.1. The Contractor's clinicians will screen individuals for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS);
- 2.9.10.2. Information shall be communicated via the Doorway.

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

- 2.10.1. Working closely with emergency rooms and related staff;
- 2.10.2. Identifying critical community stakeholders with assistance of the Department and planning on-going meetings; and



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

2.13.2.2.6. Using coordinated, team-based approach.

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

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

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

2.14.1. Crisis stabilization;

2.14.2. Lethality/level of care assessment;

2.14.3. Emergency psychopharmacology;

2.14.4. Peer recovery coaching/certified recovery support,

2.14.5. Access to MAT;

2.14.6. Temporary bed access;

2.14.7. Case management; and

2.14.8. Urine drug testing.

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

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

2.15.1.1. In or at the individuals' homes;

2.15.1.2. Other natural environments of residence;

2.15.1.3. Community settings;

2.15.1.4. Outpatient treatment settings;

2.15.1.5. Police stations;

2.15.1.6. Hospital emergency rooms; and

2.15.1.7. In the community.



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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

3. Staffing

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

The Mental Health Center of Greater
Manchester, Inc.

Exhibit A

Contractor Initials

Date

RFP-2019-BDAS-09-MOBIL-03

Page 13 of 20

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4/30/19



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A**

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A**

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

4. Project Plan

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



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A**

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

5. Reporting and Deliverable Requirements

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



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER**

Exhibit A

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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

6. Performance Measures

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

7. State Opioid Response (SOR) Grant Standards

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



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
Exhibit A

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



**New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDERS
Exhibit B**

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with federal funds as follows: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, Catalog of Federal Domestic Assistance (CFDA) #93.788, and Federal Award Identification Number (FAIN) T1081685.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Invoices may be mailed to:

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

The Mental Health Center of Greater
Manchester, Inc.

Exhibit B

Contractor Initials *WTR*



New Hampshire Department of Health and Human Services
MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDERS
Exhibit B

8. The State reserves the right to not process payment for any invoices submitted more than sixty (6) days after the end of the billing month.
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line-items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
12. The Contractor shall provide a final budget for State Fiscal Year 2021, no later than March 31, 2020 for Department approval.

Exhibit B-1
Budget

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

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

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

(Name of RFP)

Budget Period: SFY 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS (contract share)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 470,000.00	\$ 47,000.00	\$ 517,000.00	\$ 80,000.00	\$ 0.00	\$ 80,000.00	\$ 380,000.00	\$ 8,000.00	\$ 418,000.00
2. Employee Benefits	\$ 124,450.00	\$ 12,375.00	\$ 136,825.00	\$ 23,750.00	\$ 2,375.00	\$ 26,125.00	\$ 100,700.00	\$ 10,000.00	\$ 110,700.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 1,850.00	\$ 185.00	\$ 2,035.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 350.00	\$ 35.00	\$ 385.00
Purchase/Depreciation	\$ 350.00	\$ 35.00	\$ 385.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 35.00	\$ 385.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 375.00	\$ 45.00	\$ 420.00	\$ 225.00	\$ 25.00	\$ 250.00	\$ 150.00	\$ 20.00	\$ 170.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 250.00	\$ 30.00	\$ 280.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 30.00	\$ 280.00
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 2,100.00	\$ 210.00	\$ 2,310.00	\$ 600.00	\$ 60.00	\$ 660.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
7. Occupancy	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 425.00	\$ 4,675.00	\$ 750.00	\$ 75.00	\$ 825.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Postage	\$ 500.00	\$ 50.00	\$ 550.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00	\$ 10.00	\$ 60.00
Audit and Legal	\$ 1,750.00	\$ 180.00	\$ 1,930.00	\$ 750.00	\$ 80.00	\$ 830.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Insurance	\$ 2,250.00	\$ 220.00	\$ 2,470.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,250.00	\$ 120.00	\$ 1,370.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 700.00	\$ 70.00	\$ 770.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 200.00	\$ 20.00	\$ 220.00
11. Staff Education and Training	\$ 300.00	\$ 40.00	\$ 340.00	\$ 300.00	\$ 40.00	\$ 340.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 300.00	\$ 25.00	\$ 325.00	\$ 300.00	\$ 25.00	\$ 325.00	\$ -	\$ -	\$ -
13. Other - MPD CIP Certification Training	\$ 8,000.00	\$ 750.00	\$ 8,750.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 750.00	\$ 8,750.00
13a. Other - MCRT Supplies	\$ 4,300.00	\$ 430.00	\$ 4,730.00	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
13b. Other - Temporary Crisis Beds	\$ 10,300.00	\$ 930.00	\$ 11,230.00	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ 8,500.00	\$ 750.00	\$ 9,250.00
TOTAL	\$ 643,878.00	\$ 64,885.00	\$ 708,763.00	\$ 128,776.00	\$ 12,878.00	\$ 141,654.00	\$ 514,300.00	\$ 51,229.00	\$ 565,529.00
Indirect As A Percent of Direct		10.0%			10.0%	20.0%		10.0%	10.0%

Exhibit B-2
Budget

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

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

Budget Request for: MOBILE CRISIS SERVICES AND SUPPORTS FOR OPIOID USE DISORDER
(Name of RFP)

Budget Period: SFY 2020

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 470,200.00	\$ 47,000.00	\$ 517,200.00	\$ 90,000.00	\$ 9,000.00	\$ 99,000.00	\$ 380,200.00	\$ 38,000.00	\$ 418,200.00
2. Employee Benefits	\$ 124,450.00	\$ 12,375.00	\$ 136,825.00	\$ 23,750.00	\$ 2,375.00	\$ 26,125.00	\$ 100,700.00	\$ 10,000.00	\$ 110,700.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 500.00	\$ 50.00	\$ 550.00
Repair and Maintenance	\$ 1,650.00	\$ 185.00	\$ 1,835.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 350.00	\$ 35.00	\$ 385.00
Purchase/Depreciation	\$ 350.00	\$ 35.00	\$ 385.00	\$ -	\$ -	\$ -	\$ 350.00	\$ 35.00	\$ 385.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 375.00	\$ 45.00	\$ 420.00	\$ 225.00	\$ 25.00	\$ 250.00	\$ 150.00	\$ 20.00	\$ 170.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 250.00	\$ 30.00	\$ 280.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 30.00	\$ 280.00
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 600.00	\$ 50.00	\$ 650.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
6. Travel	\$ 2,100.00	\$ 210.00	\$ 2,310.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
7. Occupancy	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,250.00	\$ 425.00	\$ 4,675.00	\$ 750.00	\$ 75.00	\$ 825.00	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Postage	\$ 550.00	\$ 55.00	\$ 605.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 50.00	\$ 10.00	\$ 60.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,750.00	\$ 180.00	\$ 1,930.00	\$ 750.00	\$ 80.00	\$ 830.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Insurance	\$ 2,250.00	\$ 220.00	\$ 2,470.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 1,250.00	\$ 120.00	\$ 1,370.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 4,500.00	\$ 450.00	\$ 4,950.00	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 700.00	\$ 70.00	\$ 770.00	\$ 500.00	\$ 50.00	\$ 550.00	\$ 200.00	\$ 20.00	\$ 220.00
11. Staff Education and Training	\$ 300.00	\$ 40.00	\$ 340.00	\$ 300.00	\$ 40.00	\$ 340.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 300.00	\$ 25.00	\$ 325.00	\$ 300.00	\$ 25.00	\$ 325.00	\$ -	\$ -	\$ -
13. Other - MPP CIP Certification Training	\$ 8,000.00	\$ 750.00	\$ 8,750.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 750.00	\$ 8,750.00
13a. Other - MCRT Supplies	\$ 2,300.00	\$ 230.00	\$ 2,530.00	\$ 800.00	\$ 80.00	\$ 880.00	\$ 1,500.00	\$ 150.00	\$ 1,650.00
13b. Other - Temporary Crisis Beds	\$ 10,300.00	\$ 930.00	\$ 11,230.00	\$ 1,800.00	\$ 180.00	\$ 1,980.00	\$ 8,500.00	\$ 750.00	\$ 9,250.00
TOTAL	\$ 643,278.00	\$ 64,084.00	\$ 707,362.00	\$ 128,776.00	\$ 12,876.00	\$ 141,652.00	\$ 514,600.00	\$ 51,228.00	\$ 565,828.00
Indirect As A Percent of Direct		10.0%		10.0%	20.0%		10.0%	10.0%	10.0%



SPECIAL PROVISIONS

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

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

Exhibit C - Special Provisions

Contractor Initials *WML*



- 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.

WJL

4/20/19

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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.

20. Contract Definitions:

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



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 effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21881-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

293 Wilson St., 4th Flr Manchester, Hillsborough County, NH
03103

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

Vendor Name: The Mental Health Center of Greater
Manchester

April 30, 2019
Date

WR
Name: William Rider
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

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


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

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

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

Vendor Name: The Mental Health Center of Greater
Manchester

April 30, 2019
Date


Name: William Rider
Title: President / CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: The Mental Health Center of Greater Manchester

April 30, 2019
Date


Name: William Priar
Title: President ICEO



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

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

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

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

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

Exhibit G

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

Vendor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: The Mental Health Center of Greater Manchester

April 30, 2019
Date



Name: William Rider
Title: President / CEO

Exhibit G

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

Vendor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor identified in Section 1:3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1:12 of the General Provisions, to execute the following certification:

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

Vendor Name: The Mental Health Center of Greater Manchester

4/30/19

Date

William Rider
Name: William Rider

Title: President / CEO



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

[Handwritten Signature]



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate

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

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

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

WPK



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Vendor Initials

WHL

Date 4/20/19



Exhibit I

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

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

Department of Health and Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/22/19
Date

The Mental Health Center of Greater Manchester
Name of the Vendor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President / CEO
Title of Authorized Representative

April 30, 2019
Date



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

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

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

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

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

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

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

Vendor Name: The Mental Health Center of Greater Manchester

April 30, 2019
Date

William Rider
Name: William Rider
Title: President / CEO



FORM A

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

1. The DUNS number for your entity is: 013978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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4/30/19

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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4/30/19

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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4/30/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the 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

JDK

4/30/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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