



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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October 21, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Greater Nashua Mental Health Center (VC#154112-B001), Nashua, NH in the amount of \$2,522,689 for mobile crisis response services and apartments to individuals residing in Mental Health Region VI experiencing a mental health crisis, including those with co-occurring substance use disorder, with the option to renew for up to two (2) additional years, effective retroactive to November 1, 2020 upon Governor and Council approval through June 30, 2022. 100% General Funds.

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

05-95-092-922010-41170000, Health and Social Services, Department of Health and Human Services, HHS: Behavioral Health, Div of, Bureau of Mental Health Services, CMH Program Support

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92204117	\$1,009,076
2022	102-500731	Contracts for Prog Svc	92204117	\$1,513,613
			Total	\$2,522,689

EXPLANATION

This request is **Retroactive** because more time was needed to identify a qualified vendor and negotiate and finalize the scope of work and terms of the agreement. This request is **Sole Source** because the current contract for these services terminates as of October 31, 2020. The Department released a request for proposal for mobile crisis services and apartments and there were no respondents. This vendor is uniquely positioned to provide the necessary services because they are the designated community mental health center in Mental Health Region VI and will have services in place by November 1, 2020 to ensure the continuation of mobile crisis

services in the region. The Greater Nashua Mental Health Center is familiar with the behavioral health providers in the area for referrals, has existing relationships with other stakeholders (e.g. police, area hospitals) and has familiarity with the population to be served.

The purpose of this request is to maintain mobile crisis services and apartments in Mental Health Region VI to ensure the State is in compliance with the Community Mental Health Settlement Agreement and prevent individuals from utilizing emergency departments, hospitals, and long term care facilities, which result in higher costs for the State.

Services will be offered to individuals who are at least eighteen (18) years of age, self-identify as either a current recipient of mental health services or a former recipient of mental health services, or as an individual who is at significant risk of becoming a recipient of mental health services. Approximately 900 individuals will be served from November 1, 2020 to June 30, 2022.

These services will be available twenty-four (24) hours a day, seven (7) days a week. Mobile crisis response teams are designed to provide rapid crisis response, assess the individual, and resolve crisis situations that involve adults who are presumed or known to have a mental health and/or substance use disorder in a community setting. These interventions are intended to prevent people from seeking care in an emergency department and alternatively, receive episode-based crisis intervention services in their home and/or community. The vendor will provide a central phone triage system available where trained clinicians complete an initial risk assessment and appropriate referrals. The vendor will have the ability to respond to requests for face-to-face crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. The vendor will collaborate and coordinate with law enforcement where appropriate. Additionally, a total of four (4) mobile crisis apartment beds will be available to provide an alternative to hospitalization and/or institutionalization. Once the vendor is involved with an individual, services and supports can be provided for up to seven (7) days following the onset of the crisis to ensure individuals remain stable and in the community.

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

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

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Paragraph 3., Effective Date/Completion of Services, of the attached contract, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request individuals with mental health crises in Mental Health Region VI may not receive necessary services which may increase the incidences of hospitalization or institutionalization. The State will fail to be in compliance with the Community Mental health Settlement Agreement.

Area served: Mental Health Region VI.

Source of Funds: 100% General Funds

Respectfully submitted,

A handwritten signature in cursive script that reads "Lori Shibinette".

Lori A. Shibinette
Commissioner

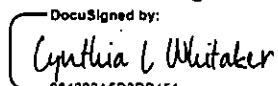

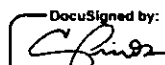
Subject: Mobile Crisis Response Teams (SS-2021-DBH-07-MOBIL-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Mental Health Center		1.4 Contractor Address 100 W. Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-095-092-922010-41170000	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,522,689
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/3/2020		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker Interim President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/4/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/4/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Mobile Crisis Response Teams**



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to individuals, ages eighteen (18) years and older, who are experiencing a mental health crisis.
- 1.2. The Contractor shall ensure services are available in the New Hampshire Community Mental Health Region VI, referenced as Exhibit B-1.
- 1.3. The Department reserves the right to amend this contract based on the implementation of a statewide Mobile Crisis Response Team (MCRT) model as outlined in House Bill 4. The Department will collaborate with the Contractor to ensure services are maintained to address the community's needs.
- 1.4. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.5. For the purposes of this agreement, all references to AM and PM shall refer to Eastern Standard Time.
- 1.6. The Contractor shall provide a designated central phone triage system and have a qualified Mobile Crisis team that is available twenty-four (24) hours per day, seven (7) days per week in order to avoid unnecessary hospitalization, incarceration or institutionalization, which shall include, but not limited to:
 - 1.6.1. A central phone triage system answered by a master's-level clinician.
 - 1.6.2. The use of a standardized phone triage screening tool to determine an individual's safety needs and need for further risk assessment.
 - 1.6.3. Community-based face-to-face assessments and interventions shall occur within one (1) hour of the request and shall include:
 - 1.6.3.1. A lethality assessment, including, but not limited to:
 - 1.6.3.1.1. Obtaining a client's mental health history.
 - 1.6.3.1.2. Understanding the client's presenting symptoms.
 - 1.6.3.1.3. Conducting a mental status exam.
 - 1.6.3.1.4. Analyzing risk and protective factors.
 - 1.6.3.1.5. Evaluating natural and treatment supports.
 - 1.6.3.1.6. Identifying current coping strategies.
 - 1.6.3.1.7. Counseling on Access to Lethal Means (CALM).
 - 1.6.3.2. Developing a mutually agreed upon individualized safety plan and care disposition, which may or may not include crisis apartments.

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



- 1.6.3.3. Identification of the services and supports that are necessary to meet the individual's needs and assistance in accessing those supports.
- 1.6.3.4. Responses to residences require a two (2) person response, for safety purposes and can occur at multiple locations including, but not limited to:
 - 1.6.3.4.1. In or at the individual's home.
 - 1.6.3.4.2. Other natural environments of residence.
 - 1.6.3.4.3. Community settings.
 - 1.6.3.4.4. Outpatient mental health settings.
 - 1.6.3.4.5. Crisis apartments.
 - 1.6.3.4.6. Police Stations.
- 1.6.3.5. A no-refusal policy upon triage and all requests for mobile response shall be assessed and responded to regardless of the individual's disposition, which shall include current substance use.
 - 1.6.3.5.1. In the event a mobile intervention is not provided, clinical rationale, with administrative support, shall be clearly documented.
- 1.6.3.6. Responses to safe, staffed sites public service locations may be handled by one (1) MCRT responder. Public service locations shall include, but not be limited to:
 - 1.6.3.6.1. Schools.
 - 1.6.3.6.2. Jails.
 - 1.6.3.6.3. Emergency Departments.
- 1.6.4. Coordination with law enforcement personnel if required when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required. The Contractor shall provide a description of protocols to ensure a bi-directional partnership with law enforcement within thirty (30) days of the contract effective date.
- 1.6.5. Involvement of peer support specialist(s) in providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, to include, but not be limited to:
 - 1.6.5.1. Facilitating referrals.
 - 1.6.5.2. Warm hand offs for post-crisis support services, to include a referral for additional Peer Specialist contacts.

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



- 1.6.6. Provision of services and supports, not to exceed seven (7) days following the onset of the crisis. The Contractor may request an extension from the Department, which shall be dependent upon Department discretion.
- 1.6.7. Providing crisis response services through short-term, trauma informed approaches with a Master's level clinician which shall include, but is not limited to:
 - 1.6.7.1. Cognitive Behavior Therapy (CBT).
 - 1.6.7.2. Dialectical Behavior Therapy (DBT).
 - 1.6.7.3. Solution-focused Therapy.
 - 1.6.7.4. Developing concrete Discharge Plans.
 - 1.6.7.5. Substance Use Disorder Treatment for individuals identified as having a dual diagnosis of mental illness and substance use disorder which shall include, but is not limited to:
 - 1.6.7.5.1. Substance use disorder assessment and counseling techniques.
 - 1.6.7.5.2. Integrated Dual Diagnosis Treatment (IDDT).
 - 1.6.7.6. Peer Support services provided by specially trained peer support specialists in order to provide the following services to the individual:
 - 1.6.7.6.1. Promote recovery.
 - 1.6.7.6.2. Build upon life, social and other skills.
 - 1.6.7.6.3. Offer support.
 - 1.6.7.7. Crisis bed apartment referral.
- 1.7. The Contractor shall provide coverage when there are concurrent crises, which may include both in-person and by telephone, by ensuring resources are scheduled to meet the needs for mobile mental health crisis response.
- 1.8. The Contractor shall provide telephone services twenty-four (24) hours per day, seven (7) days per week beginning November 1, 2020.
- 1.9. The Contractor shall ensure mobile response is in place during the hours of 8:00 AM to 5:00 PM Monday through Friday beginning November 1, 2020.
- 1.10. The Contractor shall ensure twenty-four (24) hour mobile response in the community shall begin no later than January 1, 2021 and shall increase mobile response systems throughout November and December as staff are hired and trained, to include weekends and extended hours of 7:00 AM to 11:00 PM
- 1.11. The Contractor shall ensure the four (4) single-occupancy community crisis

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



bedrooms) shall serve as an alternate to hospitalization or institutionalization, shall be available to admit individuals on or before May 1, 2021.

1.12. The Contractor shall ensure crisis apartments:

1.12.1. Include no more than two (2) bedrooms per crisis apartment.

1.12.2. Shall be certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

1.12.2.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

1.12.2.2. Specific sleeping area designated for each individual;

1.12.2.2.1. Common areas shall not be used as bedrooms.

1.12.2.3. Storage space for each individual's clothing and personal possessions;

1.12.2.4. Accommodations for the nutritional needs of the individual; and.

1.12.2.5. At least one (1) telephone for incoming and outgoing calls.

1.12.3. The Contractor shall:

1.12.3.1. Conduct ongoing safety assessments;

1.12.3.2. Assist with determining individual coping strengths in order to develop a recovery plan;

1.12.3.3. Coordinate and provide referrals for psychiatric services, social services, substance use and medical aftercare;

1.12.3.4. Limit an individual's stay at a crisis apartment to a maximum of seven (7) days, unless otherwise approved in writing by the Department;

1.12.3.5. Provide transportation for individuals from the site of the crisis to the apartment to their home or other residential setting after stabilization has occurred. Any staff member providing transportation shall have:

1.12.3.5.1. A valid driver's license.

1.12.3.5.2. A State inspected vehicle.

1.12.3.5.3. Proof the vehicle is insured.

1.12.3.6. Provide a list of discharge criteria from the crisis apartments, as well as related policies and procedures regarding the apartment beds, within thirty (30) days of the resulting contract effective date; and

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- 1.12.3.7. Ensure Peer Support Specialists engage clients through methods including, but not limited to Intentional Peer Support (IPS).
- 1.13. The Contractor shall provide educational and outreach activities with the local community and institutional stakeholders to promote appropriate referrals to, and the utilization of, crisis team resources. An educational and outreach activities plan shall be provided to the Department within thirty (30) days of contract effective date.
- 1.14. The Contractor shall ensure the community is aware of and can access their mobile crisis services and supports program through the outreach and educational plan, referenced in Subsection 1.13., which shall include, but not be limited to:
- 1.14.1. A website prominently featuring the crisis number and links with information about MCRT.
 - 1.14.2. All employee business and appointment cards, which shall include the Contractor's Crisis telephone line as a prominent feature.
 - 1.14.3. Direct communications with partners.
 - 1.14.4. Printed outreach materials.
 - 1.14.5. Presentations to community stakeholders
 - 1.14.6. Identification of critical stakeholders in the community and the facilitation of on-going educational meetings.
- 1.15. The Contractor shall develop and maintain a plan for formal collaborative agreements with regional stakeholders to ensure effective regional coverage, collaboration, and relationship strengthening with local agencies shall include, but are not limited:
- 1.15.1. Local Police departments.
 - 1.15.2. Local Fire departments.
 - 1.15.3. Emergency departments.
 - 1.15.4. Schools.
 - 1.15.5. Peer Support Agencies.
 - 1.15.6. Community Mental Health Centers (CMHCs).
 - 1.15.7. Regional Hospitals.
 - 1.15.8. Local primary care offices.
 - 1.15.9. Local substance use disorder services.
- 1.16. The Contractor shall change existing patterns of hospital Emergency Department (ED) use for crisis response in the Region as well as collaborate

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with local emergency services teams by:

- 1.16.1. Meeting regularly with local police and first responders to discuss their interface, procedures, and collaborations to understand challenges and improve outcomes for people in the greater-Concord community;
 - 1.16.2. Educating partners, clients and families about all diversionary services available, by encouraging early intervention;
 - 1.16.3. Maintaining and developing relationships with Southern New Hampshire Medical Center and St. Joseph Hospital in order to reduce ED use;
 - 1.16.4. Coordinating with homeless outreach services; and
 - 1.16.5. Outreach to at-risk seniors programming.
- 1.17. The Contractor shall provide a list of discharge criteria from the crisis apartments, and related policies and procedures regarding the apartment beds within thirty (30) days of the contract effective date.

1.18. Staffing

- 1.18.1. The Contractor shall operate the Mobile Crisis Response Team (MCRT) and crisis apartments with sufficient clinical support and oversight, as well as peer staffing, twenty-four (24) hours per day, seven (7) days per week to prevent unnecessary institutionalization. Staff shall consist of:
 - 1.18.1.1. One (1) Master level clinician or nurse clinician onsite;
 - 1.18.1.2. One (1) Peer support specialist onsite; and
 - 1.18.1.3. One (1) Psychiatrist or advanced practice registered nurse (APRN) on-call.
- 1.18.2. The Contractor shall ensure all staff have the necessary qualifications.
 - 1.18.2.1. Clinicians shall have, at a minimum, the following:
 - 1.18.2.1.1. A Master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling;
 - 1.18.2.1.2. Training in crisis intervention services, risk management, assessment of suicide potential, trauma informed care and integrated treatment for co-occurring disorders; and
 - 1.18.2.1.3. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
 - 1.18.2.2. Peer support specialists shall have, at a minimum, the following:
 - 1.18.2.2.1. A high school diploma;

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- 1.18.2.2.2. Peer Specialist certification as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 426.13(d)(4)(a), Community Mental Health Services;
- 1.18.2.2.3. Training in crisis intervention; and
- 1.18.2.2.4. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
- 1.18.2.3. At a minimum, the on-call Psychiatrist or APRN shall be Board certified in Psychiatry.
- 1.18.3. The Contractor shall ensure access to Telehealth for further staffing capacity when needed, including tele-psychiatry.
- 1.18.4. The Contractor shall ensure all potential staff provide the following documentation:
 - 1.18.4.1. A minimum of two (2) references;
 - 1.18.4.2. Bureau of Elderly and Adult Services (BEAS) State Registry Consent Form;
 - 1.18.4.3. Central Registry Name Search Authorization; and
 - 1.18.4.4. Criminal Record Release Authorization Form - General.
- 1.18.5. The Contractor shall ensure, prior to an offer of employment, the forms in Paragraph 1.18.4. are processed through the appropriate State Departments to ensure the person has no history of:
 - 1.18.5.1. A felony conviction; or
 - 1.18.5.2. Any misdemeanor conviction involving:
 - 1.18.5.2.1. Physical or sexual assault;
 - 1.18.5.2.2. Violence;
 - 1.18.5.2.3. Exploitation;
 - 1.18.5.2.4. Child pornography;
 - 1.18.5.2.5. Threatening or reckless conduct;
 - 1.18.5.2.6. Theft;
 - 1.18.5.2.7. Driving under the influence of drugs or alcohol; and
 - 1.18.5.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of an individual.
- 1.19. The Contractor shall ensure results from the forms identified in Subsection 1.18.4. are retained and available to the Department upon request.

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1.20. Project Plan – Start-up Period

- 1.20.1. Within ten (10) days after contract approval date, the Contractor shall develop and submit a final project plan to the Department for approval that shall:
 - 1.20.1.1. Describe the action steps the Contractor shall complete to ensure Mobile Crisis Services and Supports are operational as defined in Subsection 1.10. through Subsection 1.12.
 - 1.20.1.2. Contains the timeline for completing all action steps.
 - 1.20.1.3. Contains a plan for status meetings to occur every two (2) weeks between the Contractor and the Department) from the contract effective date until the date the Contractor provides the Department with documented evidence that the services described in Subsection 1.14. and Subsection 1.15. are operational and the Department has issued written confirmation.
- 1.20.2. The Department reserves the right to require the Contractor to participate in more frequent meetings and telephone conferences if at any time project plan milestones are not achieved on schedule, project plan elements are incurring costs greater than the approved budget, or the Department is concerned project plan milestones are not being satisfactorily achieved.
 - 1.20.2.1. The Contractor shall provide bi-weekly project plan update reports to the Department at least four (4) days prior to each such meeting.
- 1.20.3. The Department reserves the right to waive any bi-weekly status meeting or to conduct such meetings through tele- or web conferencing.
- 1.20.4. If, at any time, the Department determines that achievement of project plan milestones is insufficient to result in the Contractor's ability to deliver operational services by November 1, 2020, the Contractor shall be required to develop a corrective action plan that demonstrates how the Contractor shall revise the project plan and allocated project resources, including dedicated staff and financial supports, necessary to ensure the November 1, 2020 deadline shall be met.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

Greater Nashua Mental Health Center

Exhibit B

Contractor Initials

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Date 10/29/2020

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- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall provide monthly reports by the tenth (10th) day of each month, within six (6) months of having mobile crisis services and supports in place, which include, but are not limited to:
 - 3.1.1. The following items shall be submitted by the contractor on a template provided by the department:
 - 3.1.1.1. Number of unique individuals who received services.
 - 3.1.1.2. Nature and number of calls received including, but not limited to: reporting an individual in crisis; inquiring about mobile crisis services; community stakeholder collaboration (not related to individual crisis); follow-up call from individual served; additional occurrence of individual in crisis within past thirty (30) days, and contact in error.
 - 3.1.1.3. Clients with limited English proficiency (LEP) or that required interpretation services.
 - 3.1.1.4. Warm hand-offs to peer support specialists.
 - 3.1.1.5. Callers who were not current mental health service recipients prior to contact with the Mobile Crisis Response Team (MCRT).
 - 3.1.1.6. Repeat callers with the same presenting purpose for calling.
 - 3.1.1.7. Deescalated calls.
 - 3.1.2. The following shall be submitted by the Contractor through the Department's Phoenix system within six (6) months of contract effective date, unless otherwise instructed on a temporary basis by the Department:
 - 3.1.2.1. Diversions from hospitalizations;
 - 3.1.2.2. Insurance carrier of individual;
 - 3.1.2.3. Date and time of contacts;
 - 3.1.2.4. Record of presenting problem for the individual experiencing a crisis including, but not limited to;
 - 3.1.2.4.1. Suicidal ideation
 - 3.1.2.4.2. Homicidal ideation.

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- 3.1.2.4.3. General increase in mental health symptoms.
- 3.1.2.4.4. General increase in SUD symptoms.
- 3.1.2.4.5. Increased aggressive and/or destructive behaviors.
- 3.1.2.4.6. Increased household/family distress.
- 3.1.2.4.7. Other (Provide reason).
- 3.1.2.5. Services provided;
- 3.1.2.6. Location where services were provided;
- 3.1.2.7. Length of time service or services provided;
- 3.1.2.8. If law enforcement was involved for safety reasons;
- 3.1.2.9. If law enforcement was involved for other reasons;
- 3.1.2.10. Identification of follow up with the individual by a peer support specialist within forty-eight (48) hours post face-to-face intervention;
- 3.1.2.11. Referral for ongoing mental health services following the immediate crisis was provided;
- 3.1.2.12. Outcome of service provided (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
- 3.1.2.13. Response time; and
- 3.1.2.14. Referral source (e.g., CMHC; ED; law enforcement; individual, family).

4. Performance Measures

- 4.1. The Contractor shall monitor Contractor performance by ensuring:
 - 4.1.1. 100% of individuals identified as in need of face-to-face assessment from the mobile crisis team receive an in-home or in-community face-to-face assessment from the mobile crisis team within sixty (60) minutes of calling the mobile crisis telephone triage number as identified through Phoenix encounter data.
 - 4.1.2. 100% of individuals not currently receiving mental health services from a qualified provider prior to contacting the mobile crisis team shall be offered follow-up services and then referred to a mental health provider for follow-up services, as appropriate.
 - 4.1.3. 70% of clients received a post crisis follow up from a peer support specialist within forty-eight (48) hours of a face-to-face intervention as identified through Phoenix encounter data.

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- 4.1.4. Within six (6) months of contract effective date as captured via a monthly reporting template, the following:
 - 4.1.4.1. Staffing array meets requirements outlined in Subsection 1.18., above; and
 - 4.1.4.2. MCRT services are available twenty-four (24) hours per day, seven (7) days per week as outlined in Subsection 1.10., above; and
 - 4.1.4.3. Within six (6) months of contract effective date, a total of four (4) MCRT crisis beds are fully operational.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes


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

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.



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5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

5.5. Eligibility Determinations

5.5.1. 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.

5.5.2. 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.

5.5.3. 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

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



EXHIBIT B

documentation regarding eligibility determinations that the Department may request or require.

- 5.5.4. 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.

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services:

- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if upon review of the Final Expenditure Report the Department shall disallow any

**New Hampshire Department of Health and Human Services
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expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
Mobile Crisis Response Teams**



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment for start-up period expenses incurred by the Contractor shall be made by DHHS based on the start-up budget specified in Exhibit C-3 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals through the DHHS Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
 - 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
 - 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
 - 4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits B or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill DHHS to access contract funds provided through this Agreement.
 - 4.4.1. Invoices of this nature shall include general ledger detail indicating DHHS is only being invoiced for net expenses, shall only be reimbursed up to the current Medicaid rate for the services provided and contain the following items for each client and line item of service:
 - 4.4.1.1. First and last name of client.

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Mobile Crisis Response Teams**



EXHIBIT C

- 4.4.1.2. Date of birth.
 - 4.4.1.3. Medicaid Identification (MID).
 - 4.4.1.4. Date of Service (DOS) identifying date, units, and any possible third party reimbursement received.
5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1 Budget and Exhibit C-2 Budget.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed DHHS.DBHInvoicesMHS@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
8. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
9. 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.
10. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
11. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been

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**New Hampshire Department of Health and Human Services
Mobile Crisis Response Teams**



EXHIBIT C

satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits.
 - 15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 15.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Mobile Crisis Response Teams

Appendix C-1 - Budget

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Mobile Crisis Response Teams											
Budget Request for: Greater Nashua Mental Health Center of Community Council (Name of RFP)											
Budget Period: G&C Approval - June 30, 2021											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHEH contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Total
1. Total Salary/Wages	\$ 667,041.00	\$ 86,209.00	\$ 753,250.00	\$ 36,415.00	\$ 3,642.00	\$ 40,057.00	\$ 625,626.00	\$ 82,567.00	\$ 708,193.00	\$ 644,243.00	\$ 848,243.00
2. Employee Benefits	\$ 185,385.00	\$ 18,539.00	\$ 203,924.00	\$ 10,196.00	\$ 1,020.00	\$ 11,216.00	\$ 175,189.00	\$ 17,819.00	\$ 193,008.00	\$ 182,708.00	\$ 197,708.00
3. Consultants	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 83.00	\$ 8.00	\$ 91.00	\$ 1,417.00	\$ 142.00	\$ 1,559.00	\$ 1,420.00	\$ 1,559.00
4. Equipment											
Rental	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ 83.00	\$ 8.00	\$ 91.00	\$ 915.00	\$ 91.00	\$ 1,006.00	\$ 915.00	\$ 1,038.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 7,500.00	\$ 750.00	\$ 8,250.00	\$ 138.00	\$ 14.00	\$ 152.00	\$ 7,362.00	\$ 736.00	\$ 8,098.00	\$ 7,362.00	\$ 8,098.00
5. Supplies											
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 83.00	\$ 8.00	\$ 91.00	\$ 1,417.00	\$ 142.00	\$ 1,559.00	\$ 1,420.00	\$ 1,559.00
Office	\$ 3,600.00	\$ 360.00	\$ 3,960.00	\$ 193.00	\$ 19.00	\$ 212.00	\$ 3,767.00	\$ 377.00	\$ 4,144.00	\$ 3,767.00	\$ 4,144.00
6. Travel	\$ 14,170.00	\$ 1,417.00	\$ 15,587.00	\$ 776.00	\$ 78.00	\$ 854.00	\$ 13,904.00	\$ 1,339.00	\$ 15,243.00	\$ 14,730.00	\$ 16,173.00
7. Occupancy	\$ 61,500.00	\$ 6,150.00	\$ 67,650.00	\$ 3,548.00	\$ 355.00	\$ 3,903.00	\$ 60,952.00	\$ 6,095.00	\$ 67,047.00	\$ 60,952.00	\$ 67,047.00
8. Current Expenses											
Telephone	\$ 11,130.00	\$ 1,113.00	\$ 12,243.00	\$ 812.00	\$ 81.00	\$ 893.00	\$ 10,518.00	\$ 1,052.00	\$ 11,570.00	\$ 11,570.00	\$ 12,620.00
Postage	\$ 200.00	\$ 20.00	\$ 220.00	\$ 11.00	\$ 1.00	\$ 12.00	\$ 189.00	\$ 19.00	\$ 208.00	\$ 208.00	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 193.00	\$ 19.00	\$ 212.00	\$ 3,607.00	\$ 361.00	\$ 3,968.00	\$ 3,607.00	\$ 3,968.00
Insurance	\$ 3,600.00	\$ 360.00	\$ 3,960.00	\$ 193.00	\$ 19.00	\$ 212.00	\$ 3,767.00	\$ 377.00	\$ 4,144.00	\$ 3,767.00	\$ 4,144.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 5,180.00	\$ 518.00	\$ 5,698.00	\$ 284.00	\$ 28.00	\$ 312.00	\$ 5,384.00	\$ 538.00	\$ 5,922.00	\$ 5,384.00	\$ 5,922.00
10. Marketing/Communications	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 163.00	\$ 17.00	\$ 180.00	\$ 2,013.00	\$ 201.00	\$ 2,214.00	\$ 2,013.00	\$ 2,214.00
11. Staff Education and Training	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 136.00	\$ 14.00	\$ 150.00	\$ 2,594.00	\$ 259.00	\$ 2,853.00	\$ 2,594.00	\$ 2,853.00
12. Subcontracted/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Adv & Client Support)	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 83.00	\$ 8.00	\$ 91.00	\$ 1,417.00	\$ 142.00	\$ 1,559.00	\$ 1,420.00	\$ 1,559.00
13a. Other - Interpretation Costs	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 83.00	\$ 8.00	\$ 91.00	\$ 1,417.00	\$ 142.00	\$ 1,559.00	\$ 1,420.00	\$ 1,559.00
13b. Other - Food/Crisis Apartments	\$ 600.00	\$ 60.00	\$ 660.00	\$ 33.00	\$ 3.00	\$ 36.00	\$ 567.00	\$ 57.00	\$ 624.00	\$ 567.00	\$ 624.00
13c. Other - Contingency	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ 3,110.00	\$ 311.00	\$ 3,421.00	\$ 1,890.00	\$ 189.00	\$ 2,079.00	\$ 1,890.00	\$ 2,079.00
TOTAL	\$ 973,734.00	\$ 97,373.40	\$ 1,071,107.40	\$ 54,355.00	\$ 5,435.50	\$ 59,790.50	\$ 913,943.90	\$ 91,737.90	\$ 1,005,681.80	\$ 913,943.90	\$ 1,005,681.80
Indirect As A Percent of Direct 10.0%											

Greater Nashua Mental Health Center
88-2021-DBH-07-MOBE-01
Exhibit C-1 Budget

Exhibit C-1 Budget

DS
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Contractor Initials
Date 10/29/2020

Mobile Crisis Response Teams

Appendix C-2 - Budget

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Mobile Crisis Response Teams											
Budget Request for: Greater Nashua Mental Health Center of Community Council (Name of RFP)											
Budget Period: July 1, 2021 - June 30, 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPH contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 1,122,717.00	\$ 112,272.00	\$ 1,234,989.00	\$ 178,438.00	\$ 17,844.00	\$ 196,282.00	\$ 940,279.00	\$ 94,629.00	\$ 1,034,908.00		
2. Employee Benefits	\$ 314,361.00	\$ 31,436.00	\$ 345,797.00	\$ 53,441.00	\$ 5,344.00	\$ 58,785.00	\$ 260,920.00	\$ 26,092.00	\$ 287,012.00		
3. Consultants	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 255.00	\$ 25.50	\$ 280.50	\$ 1,245.00	\$ 124.50	\$ 1,369.50		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Rental	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 255.00	\$ 25.50	\$ 280.50	\$ 1,245.00	\$ 124.50	\$ 1,369.50		
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Purchase/Depreciation	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 475.00	\$ 47.50	\$ 522.50	\$ 2,075.00	\$ 207.50	\$ 2,282.50		
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Encouragement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Medical	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 255.00	\$ 25.50	\$ 280.50	\$ 1,245.00	\$ 124.50	\$ 1,369.50		
13. Office	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 595.00	\$ 59.50	\$ 654.50	\$ 2,905.00	\$ 290.50	\$ 3,195.50		
14. Travel	\$ 2,755.00	\$ 275.50	\$ 3,030.50	\$ 513.00	\$ 51.30	\$ 564.30	\$ 2,466.00	\$ 246.60	\$ 2,712.60		
15. Occupancy	\$ 117,000.00	\$ 11,700.00	\$ 128,700.00	\$ 19,880.00	\$ 1,988.00	\$ 21,868.00	\$ 97,112.00	\$ 9,711.20	\$ 106,823.20		
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
17. Telephone	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	\$ 1,744.00	\$ 174.40	\$ 1,918.40	\$ 8,636.00	\$ 863.60	\$ 9,500.00		
18. Postage	\$ 500.00	\$ 50.00	\$ 550.00	\$ 85.00	\$ 8.50	\$ 93.50	\$ 415.00	\$ 41.50	\$ 456.50		
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
20. Audit and Legal	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 595.00	\$ 59.50	\$ 654.50	\$ 2,905.00	\$ 290.50	\$ 3,195.50		
21. Insurance	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 595.00	\$ 59.50	\$ 654.50	\$ 2,905.00	\$ 290.50	\$ 3,195.50		
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
23. Software	\$ 8,850.00	\$ 885.00	\$ 9,735.00	\$ 1,615.00	\$ 161.50	\$ 1,776.50	\$ 7,935.00	\$ 793.50	\$ 8,728.50		
24. Marketing/Communications	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 595.00	\$ 59.50	\$ 654.50	\$ 2,905.00	\$ 290.50	\$ 3,195.50		
25. Staff Education and Training	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 475.00	\$ 47.50	\$ 522.50	\$ 2,075.00	\$ 207.50	\$ 2,282.50		
26. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
27. Other (Adj. & Child Support)	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 475.00	\$ 47.50	\$ 522.50	\$ 2,075.00	\$ 207.50	\$ 2,282.50		
28. Other - Interpretation Costs	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ 595.00	\$ 59.50	\$ 654.50	\$ 2,905.00	\$ 290.50	\$ 3,195.50		
29. Other - Food Crisis Apartments	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 255.00	\$ 25.50	\$ 280.50	\$ 1,245.00	\$ 124.50	\$ 1,369.50		
30. Other - Contingency	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ 850.00	\$ 85.00	\$ 935.00	\$ 4,150.00	\$ 415.00	\$ 4,565.00		
TOTAL	\$ 1,640,275.00	\$ 164,027.50	\$ 1,804,302.50	\$ 284,458.00	\$ 28,445.80	\$ 312,903.80	\$ 1,376,517.00	\$ 137,656.90	\$ 1,514,173.90		
Indirect As A Percent of Direct 10.0%											

1,513,612.00

Greater Nashua Mental Health Center
68-303 H-DB-07-AICB-01
Exhibit C-2 Budget

Exhibit C-2 Budget

OS
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Contractor Initials
Date 10/29/2020

Mobile Crisis Response Teams

Appendix C-3 Start Up Costs

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Mobile Crisis Response Teams											
Budget Request for: Greater Nashua Mental Health Center of Community Council (Phone # 603-882-1111)											
Budget Period: Q&C Approval - June 30, 2021											
Line Item	Total Program Cost			Contractor Share / Match			Funded by UNHSH contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 30,600.00	\$ 3,060.00	\$ 33,660.00	\$ -	\$ -	\$ -	\$ 30,600.00	\$ 3,060.00	\$ 33,660.00		
2. Employee Benefits	\$ 8,548.00	\$ 857.00	\$ 9,405.00	\$ -	\$ -	\$ -	\$ 8,548.00	\$ 857.00	\$ 9,405.00		
3. Consultants	\$ 12,500.00	\$ 1,250.00	\$ 13,750.00	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 1,250.00	\$ 13,750.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. Purchases/Depreciation	\$ 88,850.00	\$ 8,885.00	\$ 97,735.00	\$ -	\$ -	\$ -	\$ 88,850.00	\$ 8,885.00	\$ 97,735.00		
8. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Medical	\$ 5,000.00	\$ 500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 500.00	\$ 5,500.00		
12. Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00		
13. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
14. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
15. Contract Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
16. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
17. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
18. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
19. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
20. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
21. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
22. Software	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ 600.00	\$ 6,600.00		
23. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
24. Staff Education and Training	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00		
25. Subcontracted/Agreements	\$ 275,000.00	\$ 27,500.00	\$ 302,500.00	\$ -	\$ -	\$ -	\$ 275,000.00	\$ 27,500.00	\$ 302,500.00		
26. Other - Requisition	\$ 24,440.00	\$ 2,444.00	\$ 26,884.00	\$ -	\$ -	\$ -	\$ 24,440.00	\$ 2,444.00	\$ 26,884.00		
27. Other - Other supply	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00		
TOTAL	\$ 461,958.00	\$ 46,195.80	\$ 508,153.80	\$ -	\$ -	\$ -	\$ 461,958.00	\$ 46,195.80	\$ 508,153.80		
Indirect As A Percent of Direct 10.0%											

Greater Nashua Mental Health Center
88-2021-DBH-07-MOBL-01
Exhibit C-3 Start Up Costs

Exhibit C-3 Start Up Costs

Contractor Initials
Date 10/29/2020

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: Interim President and CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: Interim President and CEO

Exhibit E - Certification Regarding Lobbying

Page 1 of 1

Vendor Initials

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Date 10/29/2020

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: Interim President and CEO

Contractor Initials

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Date 10/29/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

- I: By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia whitaker

Title: Interim President and CEO

Exhibit G

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

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CW

Contractor Initials

Date 10/29/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia whitaker

Title: Interim President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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10/29/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials Law

10/29/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials CUW

Date 10/29/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

Contractor Initials CW

Date 10/29/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

10/30/2020

Date

Greater Nashua Mental Health

Name of the Contractor

Cynthia Whitaker

Signature of Authorized Representative

Cynthia Whitaker

Name of Authorized Representative

Interim President and CEO

Title of Authorized Representative

10/29/2020

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

10/29/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: Interim President and CEO



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

FORM A

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

081249823

1. The DUNS number for your entity is: 081249029
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Marilou Patalinjug Tyner	270,000.12
Name: _____	Amount: _____
Cynthia Whitaker	124,99.94
Name: _____	Amount: _____
Bettejean Neveux	119,999.88
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DS
CW

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

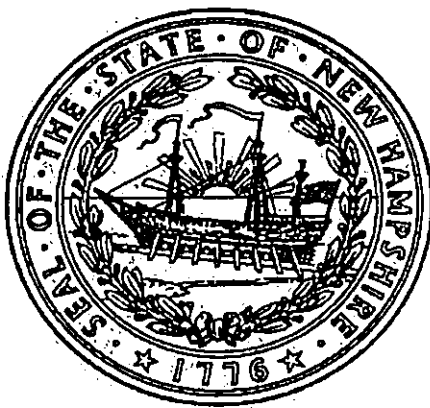
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63050

Certificate Number: 0004927149



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2020.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Business Name : **THE COMMUNITY COUNCIL OF NASHUA, N.H.**

Business ID : **63050**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0004773908	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003186377	11/09/2015	11/09/2015	Annual Report	2015
0000661057	04/14/2011	04/14/2011	Reinstatement	2010
0000661056	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0000661055	10/11/2010	10/11/2010	Reminder Letter	N/A
0000661054	12/22/2005	12/22/2005	Annual Report	2005
0000661053	04/20/2001	04/20/2001	Reinstatement	2000
0000661052	02/01/2001	02/01/2001	Admin Dissolution/Suspension	N/A
0000661051	11/20/1995	11/20/1995	Annual Report	1995
0000661050	02/12/1990	02/12/1990	Annual Report	1990
0000661049	01/02/1976	01/02/1976	Annual Report	N/A
0000661048	06/01/1956	06/01/1956	Annual Report	N/A
0000661047	12/24/1923	12/24/1923	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
Center for Psychiatric Advancement	542804	Expired
THE BARGAIN HUNTER	138779	Expired
Greater Nashua Mental Health Center at Community Council	604020	Active
INTEGREAT HEALTH	793678	Active
GREATER NASHUA MENTAL HEALTH	807172	Active

Name History

Name	Name Type
No Name Changes found for this business.	

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 | Fax: (603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov



State of New Hampshire

Department of State



Principal Information

Name	Title
No Principal Information found for this business.	

CERTIFICATE OF AUTHORITY

I, Pamela Burns, Board Chair, hereby certify that:

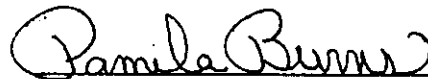
1. I am a duly elected Clerk/Secretary/Officer of Greater Nashua Mental Health

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 21, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Cynthia L. Whitaker, PsyD, MLADC, Interim President and Chief Executive Officer, is duly authorized on behalf of Greater Nashua Mental Health to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10/22/20



Signature of Elected Officer

Name: Pamela Burns

Title: Board Chair,
Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2020

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com														
INSURED The Community Council of Nashua NH Inc 100 West Pearl St Nashua NH 03060	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Selective Insurance Group Inc.</td> <td>14376</td> </tr> <tr> <td>INSURER C: Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: Selective Insurance Group Inc.	14376	INSURER C: Eastern Alliance Insurance Group		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Eastern Alliance Insurance Group															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 651098402

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OPS1585686	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2291649	11/12/2019	11/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028329	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	N/A	03000011395901	1/15/2020	1/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2019	11/12/2020	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

Professional liability includes coverage for Cynthia L Whitaker, Ph.D.

CERTIFICATE HOLDER

CANCELLATION

AmeriHealth Caritas

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

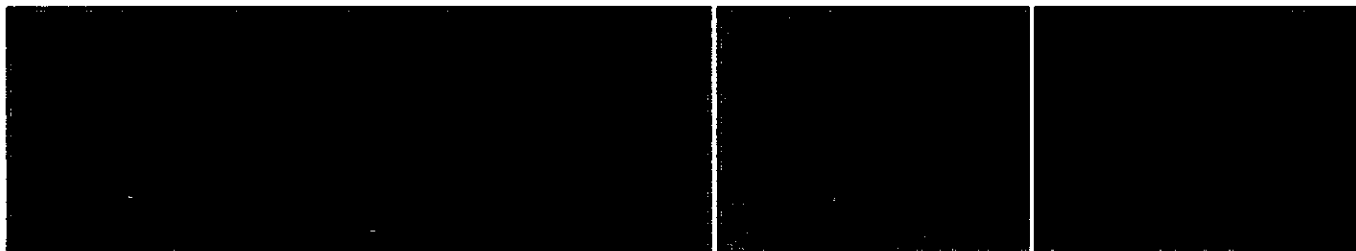
AUTHORIZED REPRESENTATIVE

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Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.



FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

The Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health
Page 2

Report on Summarized Comparative Information

We previously audited the financial statements of the Organization as of and for the year ended June 30, 2018, and in our report dated October 24, 2018 we expressed an unmodified opinion on those statements. As part of our audit of the 2019 financial statements, we also audited the adjustments to the 2018 financial statements to retrospectively apply the change in accounting as described in the following paragraph. In our opinion, such adjustments are appropriate and have been properly applied, and the summarized comparative information presented herein as of and for the year ended June 30, 2018 is otherwise consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), during the year ended June 30, 2019. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 23, 2019

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Financial Position

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
ASSETS		
Cash and cash equivalents	\$ 2,450,691	\$ 1,464,134
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$868,900 in 2019 and \$174,846 in 2018	1,327,181	1,829,455
Investments	1,853,735	1,763,228
Prepaid expenses	215,098	177,199
Property and equipment, net	<u>3,051,239</u>	<u>2,933,666</u>
Total assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 575,082	\$ 271,513
Accrued payroll and related activities	914,303	371,681
Estimated third-party liability	-	950,075
Accrued vacation	372,238	322,611
Deferred revenue	8,930	-
Notes payable, net of unamortized deferred issuance costs	1,460,491	1,544,974
Capital lease obligation	<u>-</u>	<u>5,759</u>
Total liabilities	<u>3,331,044</u>	<u>3,466,613</u>
Net assets		
Without donor restrictions		
Undesignated	3,195,674	2,397,774
Board designated	<u>2,096,407</u>	<u>2,044,023</u>
Total without donor restrictions	5,292,081	4,441,797
With donor restrictions	<u>274,819</u>	<u>259,272</u>
Total net assets	<u>5,566,900</u>	<u>4,701,069</u>
Total liabilities and net assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

	2019			2018
	Without Donor Restrictions	With Donor Restrictions	Total	
Revenues and support				
Program service fees, net	\$ 12,564,103	\$ -	\$ 12,564,103	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	2,244,369	-	2,244,369	1,667,297
Federal grants	305,915	-	305,915	523,627
Rental income	8,886	-	8,886	10,638
Contributions and support	153,665	-	153,665	138,800
Other	462,233	-	462,233	189,711
Total revenues and support	15,739,171	-	15,739,171	13,072,623
Expenses				
Program services				
Children's and adolescents' services	1,880,533	-	1,880,533	1,449,647
Adult services	3,952,548	-	3,952,548	3,988,401
Elderly services	513,666	-	513,666	453,161
Deaf services	391,655	-	391,655	344,051
Substance abuse disorders	610,322	-	610,322	532,094
Medical services	1,572,645	-	1,572,645	1,540,437
Other programs	1,648,908	-	1,648,908	1,181,923
Total program services	10,570,277	-	10,570,277	9,489,714
General and administrative	4,370,159	-	4,370,159	2,995,802
Development	40,834	-	40,834	70,885
Total expenses	14,981,270	-	14,981,270	12,556,401
Income from operations	757,901	-	757,901	516,222
Other income				
Investment income, net	26,241	4,418	30,659	26,103
Realized and unrealized gains on investments	66,142	11,129	77,271	41,184
Total other income	92,383	15,547	107,930	67,287
Excess of revenues and support and other income over expenses and change in net assets	850,284	15,547	865,831	583,509
Net assets, beginning of year	4,441,797	259,272	4,701,069	4,117,560
Net assets, end of year	\$ 5,292,081	\$ 274,819	\$ 5,566,900	\$ 4,701,069

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 4,118,951	\$ 5,187,019	\$ 882,865	\$ 218,269	\$ 283,540	\$ 851,596	\$ 563,190	\$ 12,105,430	\$ 458,673	\$ -	\$ 12,564,103
New Hampshire Bureau of Behavioral Health	142,426	663,132	-	326,407	2,581	-	1,104,823	2,239,369	5,000	-	2,244,369
Federal grant	-	37,413	-	-	122,178	-	146,324	305,915	-	-	305,915
Rental income	-	3,320	-	-	-	-	-	3,320	5,566	-	8,886
Contributions and support	-	-	100	-	-	-	-	100	418	153,147	153,665
Other	-	1,024	9,608	-	307,213	-	-	317,845	252,318	-	570,163
Total revenues and support and other income	<u>\$ 4,261,377</u>	<u>\$ 5,891,908</u>	<u>\$ 892,573</u>	<u>\$ 544,676</u>	<u>\$ 715,512</u>	<u>\$ 851,596</u>	<u>\$ 1,814,337</u>	<u>\$ 14,971,979</u>	<u>\$ 721,975</u>	<u>\$ 153,147</u>	<u>\$ 15,847,101</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 4,261,377	\$ 5,891,908	\$ 892,573	\$ 544,676	\$ 715,512	\$ 851,596	\$ 1,814,337	\$ 14,971,979	\$ 721,975	\$ 153,147	\$ 15,847,101
Expenses											
Salaries and wages	1,359,295	2,787,149	368,596	250,612	472,082	789,291	1,126,059	7,153,084	1,957,669	18,446	9,129,199
Employee benefits	280,281	482,280	62,740	43,991	44,502	99,149	180,640	1,193,583	312,863	4,407	1,510,853
Payroll taxes	101,401	207,115	27,607	18,994	35,225	53,823	76,229	520,394	145,350	1,407	667,151
Substitute staff	-	-	-	-	-	-	-	-	13,574	-	13,574
Accounting	-	-	-	-	-	-	130	130	86,611	23	86,764
Legal fees	-	8,724	2,524	-	-	-	2,699	13,947	41,082	-	55,029
Other professional fees	6,989	14,576	6,884	22,429	7,664	608,745	153,766	821,053	180,959	5,118	1,007,130
Journals and publications	-	-	-	-	-	-	-	-	175	-	175
Conferences	2,229	2,476	49	5,186	5,293	894	4,253	20,380	10,749	-	31,129
Other staff development	2,110	2,428	490	-	-	538	6,486	12,052	30,904	-	42,956
Mortgage interest	-	-	-	-	-	-	-	-	75,835	-	75,835
Heating costs	-	-	-	-	-	-	-	-	26,036	-	26,036
Other utilities	-	365	-	-	-	-	-	365	108,650	-	109,015
Maintenance and repairs	-	3,480	-	-	-	-	-	3,480	265,464	-	268,944
Other occupancy costs	-	-	-	-	-	-	-	-	83,337	-	83,337
Office	6,938	8,371	522	330	3,732	5,550	19,670	45,113	457,500	5,259	507,872
Building and household	162	-	-	-	-	-	-	162	39,424	-	39,586
Food	326	1,248	-	-	510	132	991	3,207	8,591	32	11,830
Advertising	-	-	-	-	-	-	3,686	3,686	-	65	3,751
Printing	1,236	2,699	184	287	144	292	534	5,376	1,737	4,639	11,752
Communication	10,215	36,007	4,540	5,310	2,512	147	7,900	66,631	122,874	-	189,505
Postage	22	16	-	-	-	28	-	66	7,303	611	7,980
Staff	40,446	144,210	20,539	31,723	3,033	1,384	19,514	260,849	8,898	166	269,913
Client services	30,200	181,975	220	5	15,118	215	3,247	230,980	1,200	-	232,180
Malpractice insurance	-	-	-	-	-	-	-	-	147,439	-	147,439
Vehicle insurance	-	-	-	-	-	-	-	-	1,294	-	1,294
Property and liability insurance	-	-	-	-	-	-	-	-	61,289	-	61,289
Other interest	-	-	-	-	-	-	-	-	1,316	-	1,316
Depreciation	37,844	69,346	18,496	12,389	20,381	12,457	37,672	208,585	55,877	409	264,871
Equipment rental	-	-	-	-	-	-	90	90	53,490	-	53,580
Equipment maintenance	-	-	-	-	-	-	-	-	3,573	-	3,573
Membership dues	786	75	275	399	126	-	2,255	3,916	43,356	-	47,272
Other	53	8	-	-	-	-	3,087	3,148	15,740	252	19,140
Total expenses before allocation	1,880,533	3,952,548	513,666	391,655	610,322	1,572,645	1,648,908	10,570,277	4,370,159	40,834	14,981,270
General and administrative allocation	972,845	2,389,165	351,277	154,286	276,221	(721,049)	191,727	3,614,472	(3,630,233)	15,761	-
Total expenses	2,853,378	6,341,713	864,943	545,941	886,543	851,596	1,840,635	14,184,749	739,926	56,595	14,981,270
Change in net assets	\$ 1,407,999	\$ (449,805)	\$ 27,630	\$ (1,265)	\$ (171,031)	\$ -	\$ (26,298)	\$ 787,230	\$ (17,951)	\$ 96,552	\$ 865,831

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Cash Flows

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 865,831	\$ 583,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	265,718	251,257
Net realized and unrealized gains on investments	(77,271)	(41,184)
Provision for bad debt	1,763,837	1,286,950
Gain on sale of assets	-	441
Changes in operating assets and liabilities		
Accounts receivable	(1,261,563)	(1,658,315)
Prepaid expenses	(37,899)	14,164
Accounts payable and accrued expenses	407,847	20,655
Accrued payroll and related expenses and vacation	592,249	17,690
Estimated third-party liability	(950,075)	817,600
Deferred revenue	8,930	-
Net cash provided by operating activities	<u>1,577,604</u>	<u>1,292,767</u>
Cash flows from investing activities		
Purchases of investments	(561,223)	(618,427)
Proceeds from the sale of investments	547,987	629,301
Purchase of property and equipment	<u>(486,724)</u>	<u>(207,305)</u>
Net cash used by investing activities	<u>(499,960)</u>	<u>(196,431)</u>
Cash flows from financing activities		
Net repayment on the line of credit	-	(248,224)
Principal payments on notes payable and capital lease obligations	<u>(91,087)</u>	<u>(128,532)</u>
Net cash used by financing activities	<u>(91,087)</u>	<u>(376,756)</u>
Net increase in cash and cash equivalents	986,557	719,580
Cash and cash equivalents, beginning of year	<u>1,464,134</u>	<u>744,554</u>
Cash and cash equivalents, end of year	<u>\$ 2,450,691</u>	<u>\$ 1,464,134</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 42,563</u>	<u>\$ 146,843</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Recently Adopted Accounting Pronouncement

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU was adopted by the Organization for the year ended June 30, 2019.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

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

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2018 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019
(With Comparative Totals for June 30, 2018)

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. At June 30, 2019, management determined the Organization was within minimum threshold levels and did not need to recognize a potential repayment to third party organizations.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2019 and 2018. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2019, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents available for operations	\$ 1,933,201	\$ 924,067
Accounts receivable, net	<u>1,327,181</u>	<u>1,829,455</u>
Financial assets available to meet general expenditures within one year	<u>\$ 3,260,382</u>	<u>\$ 2,753,522</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2019. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 85% and 76% of the Organization's net program service fees for 2019 and 2018, respectively. Net revenues from the Medicaid program accounted for approximately 8% and 11% of the Organization's net program service fees for 2019 and 2018, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2019 and 2018 from those major sources is as follows:

	<u>2019</u>	<u>2018</u>
Private pay	\$ 1,162,551	\$ 1,401,634
Medicaid	1,997,276	1,880,676
Medicare	1,083,321	1,147,556
Other payers	797,098	916,677
Managed care	<u>19,050,284</u>	<u>16,899,789</u>
	<u>24,090,530</u>	<u>22,246,332</u>
Less: Contractual adjustments	(2,912,404)	(4,426,265)
Capitation adjustments	(6,850,186)	(5,990,567)
Provision for bad debt	<u>(1,763,837)</u>	<u>(1,286,950)</u>
	<u>(11,526,427)</u>	<u>(11,703,782)</u>
Program service fees, net	<u>\$ 12,564,103</u>	<u>\$ 10,542,550</u>

The increase in bad debt expense in 2019 as compared to 2018 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2019</u>	<u>2018</u>
Private pay	34 %	34 %
Medicaid	31	31
Medicare	6	15
Other	9	10
Managed care	<u>20</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Common stocks	\$ 738,894	\$ 554,946
Equity mutual funds	258,423	403,223
U.S. Treasury bonds	487,623	436,769
Corporate bonds	255,204	270,297
Corporate bond mutual funds	<u>113,591</u>	<u>97,993</u>
	<u>\$ 1,853,735</u>	<u>\$ 1,763,228</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>Level 1</u>	<u>2019</u> <u>Level 2</u>	<u>Total</u>
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>
	<u>Level 1</u>	<u>2018</u> <u>Level 2</u>	<u>Total</u>
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Mortgage-backed securities	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	<u>2019</u>	<u>2018</u>
Land, buildings and improvements	\$ 5,539,240	\$ 5,028,346
Furniture and equipment	318,374	284,824
Computer equipment	278,083	254,861
Software	706,407	684,047
Vehicles	33,191	-
Construction in process	<u>-</u>	<u>240,773</u>
	6,875,295	6,492,851
Less accumulated depreciation	<u>(3,824,056)</u>	<u>(3,559,185)</u>
Property and equipment, net	<u>\$ 3,051,239</u>	<u>\$ 2,933,666</u>

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2019, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2019 and 2018, the Board of Directors approved a flat appropriation of \$40,000 from board-designated endowment funds to support current operations.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Return Objectives and Risk Parameters

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

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2019 and 2018.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 274,819	\$ 274,819
Board-designated endowment funds	<u>1,596,406</u>	<u>-</u>	<u>1,596,406</u>
	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2018	\$ 1,544,023	\$ 259,272	\$ 1,803,295
Investment return	92,383	15,547	107,930
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2019	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

The endowment net asset composition by type of fund as of June 30, 2018 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 259,272	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 249,797	\$ 1,775,808
Contributions	200	-	200
Investment return	57,812	9,475	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.5% at June 30, 2019). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2019 or 2018. The line of credit agreement has a maturity date of February 28, 2020.

Notes Payable

The Organization had the following notes payable:

	<u>2019</u>	<u>2018</u>
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property.	\$ 836,858	\$ 888,676
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>624,817</u>	<u>658,329</u>
	<u>1,461,675</u>	1,547,005
Less: unamortized deferred issuance costs	<u>(1,184)</u>	<u>(2,031)</u>
Total notes payable	<u>\$ 1,460,491</u>	<u>\$ 1,544,974</u>

The scheduled maturities on notes payable are as follows:

2020	\$ 77,170
2021	81,662
2022	86,192
2023	90,972
2024	1,125,679

Cash paid for interest approximates interest expense.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2019.

9. Commitments and Contingencies

Operating Leases

Rent expense of \$13,823 and \$12,079 for various equipment was incurred for the years ended June 30, 2019 and 2018, respectively, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the years ending June 30 are as follows:

2020	\$ 11,474
2021	2,093
2022	2,093
2023	2,093
2024	<u>349</u>
	<u>\$ 18,102</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2019 and 2018. Expenses associated with this plan were \$141,033 and \$102,941 for the years ended June 30, 2019 and 2018, respectively.



BOARD OF DIRECTORS 2020

ROBERT S. AMREIN, Esquire <ul style="list-style-type: none">• <i>Retired: Attorney / Consultant</i>	Hudson, NH
PAMELA BURNS – Chair <ul style="list-style-type: none">• <i>Dental Hygienist</i>	Nashua, NH
CHRISTINE FURMAN <ul style="list-style-type: none">• <i>Retired: Financial Management (2-Term) NH State Representative</i>	Hollis, NH
JONE LABOMBARD – Secretary <ul style="list-style-type: none">• <i>Retired Educator</i>	Hollis, NH
KAREN LASCELLE, CPA – Treasurer <ul style="list-style-type: none">• <i>Certified Public Accountant</i>	Nashua, NH
ROBYN MOSES-HARNEY <ul style="list-style-type: none">• <i>Vice President of Human Resources, PlaneSense, Inc., Portsmouth</i>	Hudson, NH
ELIZABETH SHEEHAN <ul style="list-style-type: none">• <i>Director, HR Solution Delivery Hub No. America, Iron Mountain</i>	Litchfield, NH
MARY ANN SOMERVILLE <ul style="list-style-type: none">• <i>Retired: Software design, development, support</i>	Litchfield, NH
DIANE VIENNEAU – Vice Chair <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i>	Nashua, NH
LISA YATES <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i>	Nashua, NH

Jessica A Gagnon

Education:

Licensed Clinical Mental Health Counselor (NH): LCMHC issued 3/17/2006. No. 621

M.A. Mental Health Counseling, Notre Dame College, Manchester, NH: Class of 2003

BA Psychology, Rivier College, Nashua: Class of 1999

Work Experience:

November 2017-current *Acute Care Services Director, ACT Team Director, Greater Nashua Mental Health Center, Nashua NH.*

Responsible for the coordination of the GNMHC emergency services program. Tasked with managing and monitoring emergency/crisis situations, providing clinical support and evaluation for patients who need screening, crisis evaluation and disposition. Creating linkages to community partners, stakeholders and other agencies. Develop TQM protocol to track effective outcomes. Oversight and supervision provided to acute care services clinicians and also to the agency PATH/NHH liaison. Oversight of two Assertive Community Outreach Teams, ensuring compliance with standards put forth in Quality Service Review audits and ACT Fidelity audits. Supervision provided to coordinators of the two ACT teams. Provide clinical supervision to LCMHC candidates.

February 2015- November 2017 *Technical Assistant Team Lead, Beacon Health Options, Manchester NH.*

Responsible for the oversight and implementation of the NH Medicaid clinical/ value based payment business model. Oversight of the 10 NH Community Mental Health Center's value based payment contract compliance. Oversight of CMHC member's coordination of care. Oversight of CMHC's quality performance metrics as it pertains to Hedis measures. Implementation of quality improvement plans. Provide clinical supervision to 3 Technical Assistant Clinicians. Duties to work collaboratively with CM and utilization review team to efficient communication regarding member needs and planning.

October 2014-February 2015- *Technical Assistant, Beacon Health Options, Manchester NH.*

Responsible for Utilization Management for Well Sense (Medicaid) members. Duties to provide care management and utilization review to Well Sense members served by community mental health centers in NH. Direct technical assistance, consulting and training facilitation for local CMHC's on a range of issues relating to behavioral health. Management of client/state contracts including contract compliance. Monitoring of CMHC BH HeM regulation compliance.

March 2005-Sept 2014 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH.*

Responsible to perform emergent psychiatric evaluations in office, at 2 local Emergency rooms and local police departments. Includes appropriate placements at psychiatric units, managed care authorizations, and referral to mental health agencies. Also responsible to perform brief outpatient therapy to a caseload of 40-60 clients.

October 2004-March 2005- *Clinical Coordinator, Psychiatric Evaluation Program- Elliot Hospital/Manchester Counseling Services, Manchester, NH*

Responsible for the management of the Psychiatric Evaluation Program at Elliot Hospital. Includes the supervision of mental health clinicians to ensure quality services rendered to consumers in the emergency room at Elliot Hospital. Part-time outpatient psychotherapy at Manchester Counseling Services to a variety of consumers.

July 2004-October 2004- Mental Health Counselor, Psychiatric Evaluation Program Elliot Hospital/Manchester Counseling Services, Manchester, NH

Responsible to perform mental health crisis evaluations within the Elliot Hospital Emergency Department. Includes appropriate placements at psychiatric units, managed care authorizations and referral to a variety of mental health services. Part-time outpatient psychotherapy at Manchester Counseling services to a variety of consumers.

Sept 2003- July 2004 - Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH

Responsible to perform mental health crisis evaluations, treatment and disposition at 2 local Emergency rooms and police departments. Brief outpatient therapy to a caseload of 40-60 clients.

August 2002-September 2003- Residential Supervisor, Manchester Mental Health Center, Manchester, NH

Responsible to provide leadership and supervision that facilitates the daily operations of Social/Rehabilitative facilities, in order to assure an appropriate quality of life for those residents occupying agency sponsored housing.

March 1999-August 2002- Residential Specialist, Manchester Mental Health Center, Manchester, NH

Working as a support counselor for those that suffer chronic mental illness. Duties include treatment plan implementation, ADL and basic living skills support. Utilization of crisis intervention as needed.

Related Experience:

James Foster and Associates, Internship. Notre Dame College, Manchester, NH

Completed a 700 hour internship, which included experience in individual psychotherapy for a variety of populations, including court mandated cases; served as co-facilitator for a 44 week domestic violence group program.

Manchester Mental Health's Gemini Program, Notre Dame College Practicum, Manchester NH

Assisted in the therapeutic support of adults dually diagnosed. Attended AA meetings with residents on a weekly basis.

April 2007- DBT (Dialectical Behavioral Therapy) Training- 32 hours- Specialized behavioral treatment specific to Borderline Personality Disorder

2013-2014- Clinical Supervisor- Supervised a license eligible employee weekly. Goals to include preparation for examination, coaching, awareness of ethical code, and therapy principles/practice.

Jan 2019- Situational Leadership Training- 16 hours- Sarah Scala Consulting. Model designed to instruct supervisors in matching leadership style to staff's developmental level in order to produce positive performance outcomes.

GREGORY LENNOX

PROFESSIONAL SUMMARY

Multifaceted professional leveraging extensive experience in training, mentoring and organizational effectiveness. Demonstrated aptitude for building and leading high-performing teams. Dedicated to finding solutions, regardless of circumstances, capabilities or budget. Persuasive communicator and skillful negotiator with collaborative skill resulting in successful outcomes. Able to cultivate a positive, empowering work environment, promoting a spirit of teamwork and idea sharing while maximizing individual contributions.

SKILLS

- | | |
|--------------------------|--------------------------------|
| • Training and Guidance | • Organizational Effectiveness |
| • Mentoring | • Program Management |
| • Performance Management | • Financial Accountability |
| • Client Relations | • Requirements & Analysis |

AFFILIATIONS

Antam Youth Hockey Coach, Northern Cyclones, USA Hockey Level 4 Certified Coach.
Member of Society of Industrial/Organizational Psychologists, SIOP.
Board Member, Opportunity Networks, 2009-2011.

WORK HISTORY

Learning Coach, 06/2015 to Current **Southern New Hampshire University**

- Responsible for academic advising and coaching to help students move through academic program as effectively and efficiently as possible.
- Proactively coaches in order to develop strong relationships with undergraduate students which promotes academic and resource development for students; ultimately contributing to the development of student success.
- Integrated coaching style which is mindful of students' individual needs and context which maximizes engagement and accountability.
- Encourages students' development through a collaborative relationship, promoting various opportunities for students to discover, explore, and leverage their own strengths and values.
- Advises and mentors undergraduate students placed on academic probation.
- Fosters students' commitment to lifelong learning by connecting course materials to broader themes and current events.

Commercial Airline Pilot, 12/2006 to 06/2015 **Southwest Airlines – Dallas, TX**

- Responsible for pre-flight/in-flight checks of aircraft systems and ensuring aircraft certificates and other legal paperwork was current and appropriate.
- Acquired crucial information pertinent to the determination of aircraft routing which maximized operational efficiency while providing safety and comfort to passengers.
- Consistently liaised with multiple stakeholders.
- Collaborated with aircraft and cabin crews to facilitate superlative customer service.
- Managed all systems and situations affecting the flight while preserving passenger comfort, safety and well-being.
- Routinely conducted after-action reports which assisted with improvement of the Safety Risk Management (SRM) process as well as enhanced Crew Resource Management (CRM) program.

Director of Training, 01/1995 to 11/2006

United States Navy - NAS - Lemoore, CA

- LCDR, F/A-18 Pilot, TOPGUN, Operations and Training Officer Officer Training & Development:
Responsible for the overall combat readiness of a navy F/A-18 Hornet Squadron and each individual fighter pilot's progression through a complex qualification matrix.
- Implemented TOPGUN standardization training on both individual and unit level tactics. Collaborated with instructors and students in order to institute improvement in qualification and professional development process.
- Conducted operations through coordination of six internal departments, reporting to multiple internal customers. Realigned coordination and organizational structure between operations and maintenance for a 20% increase in squadron qualification via formation of organic/inorganic coalitions.
- Managed \$6 million budget and assets valued at \$480 million. Upgraded training program and coordinated operations between three units to streamline qualification process, reducing training time by 25% and saving \$1.1 million annually.
- Presented multiple lectures to large audiences, including senior Military officials, on topics ranging from Joint-forces doctrine and tactical employment to radar theory.
- Contributed to over 15 presentations on tactics and weapon systems to the Navy's tactical library.
- Formulated and managed logistics, budget and training plan for 12 two-week training exercises, consisting of 10 aircraft, 30 pilots and 150 support personnel.

EDUCATION

Master of Arts: Mental Health Counseling, Current

Rivier University - Nashua, NH

Mental Health Counseling

Master of Arts: Industrial/Organizational Psychology, May 2010

The Chicago School of Professional Psychology - Chicago, IL

Industrial/Organizational Psychology

Bachelor of Arts: Biology and Environmental Science, May 1993

Lowdoin College - Brunswick, ME

Biology and Environmental Science



MCRT Clinician

Job Description

Department:	
Reports to:	
Supervises:	
FLSA Status:	Choose an item.
Effective Date:	November 2019

Job Summary

Clinician will be working with a team of professionals — including first responders, healthcare providers, and community-based agencies — to stabilize a psychiatric crisis, avoid hospitalization and/or incarceration, and initiate immediate community-based treatment. These evaluations are performed homes, hospitals, community and mobile-based milieus. Applying differential diagnostic skills, incumbents provide telephone triage, mental status assessment, collateral contact with family supports, extended evaluations, resource screening, referrals for psychiatric consults, and assessments for appropriate disposition. Shifts will include daytime, after hours, on call and some weekends.

Essential Functions

- Provides emergency crisis evaluations and all related service delivery requirements for youth, adult and geriatric populations in multiple settings, including alliance vendor hospitals, our clinic, community based settings in the region and/or on-site.
- Provides assessment, treatment interventions and short term crisis counseling and case management.
- Manage the acute phase of clients presenting in behavioral health crisis; assess, triage and refer clients to the appropriate services.
- Develop and maintain collaborative working relationships with hospital based staff and other providers in order to effectively serve all clients in crisis.
- Utilize supervision effectively by sharing pertinent information and accept performance feedback to incorporate into work plan and recalibrate approach and make improvements. Seek and accept guidance to manage difficult cases.
- Maintain current working knowledge and use of all related, internal and external resources, policies, procedures, regulatory and compliance requirements necessary to effectively serve clients with quality care in multiple settings and with ever changing program needs.
- Answers telephone as needed and provides timely, appropriate assessment and determines next steps in support for clients with behavioral health needs.
- Attend meetings and other team processes as required. Participate in, or complete special program assignments as assigned.
- Complete timely and accurate documentation/assessments.
- Provides assistance to colleagues in order to optimize the delivery of services to the client population.
- Assists in ensuring the facility is clean and in good repair.
- Maintains a professional demeanor at all times.
- Be willing to work non-traditional shifts in order to staff this 24/7 program as needed.
- Willingness to transport clients as needed.



Essential Functions

- Meets productivity standards as defined by estimated delivery of services (productivity is continuously assessed by program management).
- Provide as needed support to individuals residing in our crisis apartments
- Other related duties as assigned.
- Performs other duties or special projects as required or as assigned.

Qualifications

Required Education: Master's Degree

Preferred Education: Master's Degree

Field of study: Social Work, Mental Health Counseling or Related Field

Work Experience: 2 to 3 years

Certifications, Licenses, Registrations Required: LICSW, LMFT, LCMHC, Licensed Psychologist, or Master's Level Counselor eligible for independent licensure in the State of New Hampshire

Knowledge, Skills and Abilities

- The individual must have experience and training in emergency psychiatric services working with adults, youth and their families, including training in de-escalation strategies and emergency services system of care.
- A qualified candidate must achieve effective outcomes and demonstrate effective communication and organizational skills.
- Experience in diagnosing mental health/substance abuse disorders, motivational interviewing, solution focused counseling, and providing psychotherapy.
- A working knowledge of computers and ability to complete documentation electronically is required. In addition, the ability to complete written documentation timely and effectively.
- All qualified candidates must have a valid driver's license, good driving record, and reliable vehicle. Travel and an ability to meet persons served in a variety of outreach settings is required.
- Excellent communication skills – both verbal and written
- Strong organizational and time management skills
- Experience with Evidence Based Treatment modalities, Recovery Oriented Systems of Care, Patient Centered Treatment, Mental Health First Aid, medication assisted treatment and community resources.
- Experience providing case notes and properly documenting assessments
- Must understand and protect client confidentiality
- Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers
- Knowledge of major mental illnesses and appropriate treatment interventions. Knowledge, understanding and application of appropriate treatment, intervention and ethical standards.
- Knowledge of Microsoft Office products.
- Strong collaborating skills, and an ability to work effectively both independently and as part of a team.
- Comfortable in a fast-paced environment with frequent deadlines; high energy, self-motivated and proactive.
- Excellent communication and interpersonal skills.
- Ability to multitask, and be flexible with regard to workload and assignments.
- Ability to exercise judgment.



Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Physical Requirements				
Sitting – required to sit for extended periods of time without being able to leave the work area.				
Standing – required to remain on feet in an upright position for continuous periods of time without being able to leave the work area.				
Walking – required to walk considerable distances in the facility during the course of work.				
Lifting – required to raise or lower objects from one level to another regularly.				
Up to 10 pounds				
11 to 20 pounds				
21 to 30 pounds				
31 to 50 pounds				
51 to 75 pounds (team lifting as appropriate)				
76 to 100 pounds (team lifting required)				
Carrying – required to carry objects in arms or on the shoulder.				
Pushing – required to exert force up to ___ lbs so that an object can be moved away.				
Pulling – required to exert force up to ___ lbs so that an object can be moved towards employee.				
Climbing – required to climb and work in overhead areas.				
Balancing – required to move between objects or work in overhead areas.				
Stooping – required to bend forward by bending at the waist.				
Kneeling – required to move or support self on knees.				
Crouching – required to bend the legs or spine.				
Crawling – required to work in confined space and move about on hands and knees.				
Reaching – required to use hands and arms to reach for or place objects.				
Feeling – required to discriminate between varying textures.				
Grasping – required to pick up objects with fingers.				
Substantial Movements – required to perform substantial movement (motions) of the wrists, hands, and/or fingers.				
Eye, Hand, Foot Coordination – required to coordinate the eyes, hands, feet with each other in response to visual stimuli.				
Motor Coordination Skills – required to coordinate eyes, hands and fingers rapidly and accurately and handle precise movements.				
Color Determination – required to identify colors through vision.				
Near Acuity – required close, clear vision with or without correction.				
Depth Perception – required to distinguish depth.				



Manager's Approval:

Human Resources Approval:

Signature

Date

Signature

Date

Employee's Acknowledgement:

I have received, reviewed and fully understand the job description for the (job title). I further understand that I am responsible for the satisfactory execution of all duties identified therein, under any and all conditions as described. I acknowledge GNMH's right to amend, change, and alter my actual job duties as well as update this job description as needed.

Signature

Date

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of GNMH.

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Case Manager

Job Description

Department:	Mobile Crisis Response Team
Reports to:	
Supervises:	N/A
FLSA Status:	Exempt
Effective Date:	November 2020

Job Summary

Provides assistance and supports to individuals and families experiencing a psychiatric crisis. Works with a team of professionals, including first responders, healthcare providers and community-based agencies, to stabilize a psychiatric crisis, avoid hospitalization and/or incarceration, and initiate immediate community-based treatment. Evaluations are performed in homes, hospitals, community and mobile-based milieus.

Essential Functions

- Establishes and implements a plan to successfully engage clients in relevant services and other resources.
- Provides follow-up services aimed at establishing linkage to services for program participants.
- Develops and maintains cooperative relationships with programs providing services for the population served.
- Advocates for clients' access to community resources and services, ensuring that clients' needs are met and rights maintained; consult and collaborate with community providers to ensure continuity of care.
- Participates in psychiatric consultation, supervision, program meetings and in service trainings; participates in clinical reviews and case conferences for clients on caseload.
- Participates in verbal de-escalation in emergent situations and be able and willing to assist other staff as needed to maintain a safe, secure environment.
- Provides supervision and support to individuals residing in our crisis respite apartment beds as needed.
- Transports clients in the community as needed.
- Assists clients in accessing internal resources to reinforce the client's ability to resolve crisis on their own.
- Assists clients in identifying unmet needs that may be causing them to have recurrent crisis.
- Meets productivity standards as defined by estimated delivery of services (productivity is continuously assessed by program management).
- Performs other duties or special projects as required or as assigned.

Qualifications

Required Education: Bachelor's Degree	Preferred Education:
Field of study: Social Work or Psychology	
Work Experience: 1 to 2 years	
Certifications, Licenses, Registrations Required:	



Knowledge, Skills and Abilities

- Experience and skills in working with mentally ill individuals who are difficult to engage and may resist services.
- Familiarity with Recovery Principles, Crisis Intervention and Stabilization, Integrated Treatment of Co-occurring Disorders, Intensive Case Management, Illness Management, Trauma-Informed Treatment, and relevant Evidenced based/Emerging best practices
- Knowledge of Harm Reduction strategies.
- Ability to assess situations quickly and respond appropriately to any type of mental health and/or chemical dependency crisis to ensure the physical and psychological safety of clients.
- Willing to seek to understand each client's unique circumstances and personal preferences and goals and incorporate them into the crisis response to help the client regain a sense of control.
- Ability to accept feedback and work in a highly collaborative and potentially stressful environment.
- Ability and willingness to provide community outreach anywhere in the Region 6 catchment area
- Knowledge of Microsoft Office products.
- Strong collaborating skills, and an ability to work effectively both independently and as part of a team.
- Comfortable in a fast-paced environment with frequent deadlines; high energy, self-motivated and proactive.
- Excellent communication and interpersonal skills.
- Excellent organizational and time management skills.
- Ability to exercise judgment.

Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Physical Requirements				
Sitting – required to sit for extended periods of time without being able to leave the work area.		X		
Standing – required to remain on feet in an upright position for continuous periods of time without being able to leave the work area.	X			
Walking – required to walk considerable distances in the facility during the course of work.			X	
Lifting – required to raise or lower objects from one level to another regularly.				
Up to 10 pounds			X	
11 to 20 pounds			X	
21 to 30 pounds			X	
31 to 50 pounds		X		
51 to 75 pounds (team lifting as appropriate)	X			
76 to 100 pounds (team lifting required)	X			
Carrying – required to carry objects in arms or on the shoulder.			X	
Pushing – required to exert force up to ___ lbs so that an object can be moved away.		X		
Pulling – required to exert force up to ___ lbs so that an object can be moved towards employee.		X		
Climbing – required to climb and work in overhead areas.	X			
Balancing – required to move between objects or work in overhead areas.	X			
Stooping – required to bend forward by bending at the waist.			X	
Kneeling – required to move or support self on knees.		X		
Crouching – required to bend the legs or spine.		X		



Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Crawling – required to work in confined space and move about on hands and knees.	X			
Reaching – required to use hands and arms to reach for or place objects.		X		
Feeling – required to discriminate between varying textures.	X			
Grasping – required to pick up objects with fingers.			X	
Substantial Movements – required to perform substantial movement (motions) of the wrists, hands, and/or fingers.		X		
Eye, Hand, Foot Coordination – required to coordinate the eyes, hands, feet with each other in response to visual stimuli.		X		
Motor Coordination Skills – required to coordinate eyes, hands and fingers rapidly and accurately and handle precise movements.	X			
Color Determination – required to identify colors through vision.	X			
Near Acuity – required close, clear vision with or without correction.	X			
Depth Perception – required to distinguish depth.			X	



Director's Approval:

Signature

Date

Employee's Acknowledgement:

I have received, reviewed and fully understand the job description for the Case Manager. I further understand that I am responsible for the satisfactory execution of all duties identified therein, under any and all conditions as described. I acknowledge GNMH's right to amend, change, and alter my actual job duties as well as update this job description as needed.

Signature

Date

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of GNMH.



MCRT Peer Support Specialist

Job Description

Department:	
Reports to:	
Supervises:	
FLSA Status:	Choose an item.
Effective Date:	November 2020

Job Summary

Working as part of an interdisciplinary team for clients who require community based services. Use own life experience to engage individuals in crisis, assist individual with engaging in services and supports, and development of an individualized recovery plan. Play an advocacy role, provide transportation, and promote self-care, illness self-management, and wellness and recovery. Includes documentation and team meeting participation.

Essential Functions

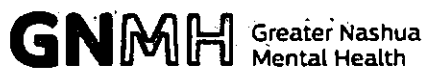
- Ability to work as part of a supportive, multi-disciplinary team that utilizes a range of evidence-based treatment modalities to help individuals with severe and persistent mental illness and substance use disorders work towards their treatment goals
- Requires a desire to provide peer support services in the community and in homes, as this position does require regular home visits.
- Shifts are during and after business hours, on call, and to include some weekends.
- Use own life experience to engage individuals in crisis, assist individual with engaging in services and supports, and development of an individualized recovery plan
- Play an advocacy role, provide transportation, and promote self-care, illness self-management, and wellness and recovery.
- Includes documentation and team meeting participation
- Performs other duties or special projects as required or as assigned.

Qualifications

Required Education: High School Diploma or GED	Preferred Education:
Field of study:	
Work Experience: 1 to 2 years	
Certifications, Licenses, Registrations Required: Peer Specialist Certification	

Knowledge, Skills and Abilities

- Must have organizational, written and verbal skills.
- Basic computer experience.
- Ability to hold a NH Driver's license, reliable transportation and insurance required as this position requires the regular outreach and transport of clients.
- Successful candidates will be organized self-starters who enjoy working in a fast-paced, dynamic environment
- Knowledge of Microsoft Office products.



Knowledge, Skills and Abilities

- Strong collaborating skills, and an ability to work effectively both independently and as part of a team.
- Comfortable in a fast-paced environment with frequent deadlines; high energy, self-motivated and proactive.
- Excellent communication and interpersonal skills.
- Ability to multitask, and be flexible with regard to workload and assignments.
- Ability to exercise judgment.

Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Physical Requirements				
Sitting – required to sit for extended periods of time without being able to leave the work area.				
Standing – required to remain on feet in an upright position for continuous periods of time without being able to leave the work area.				
Walking – required to walk considerable distances in the facility during the course of work.				
Lifting – required to raise or lower objects from one level to another regularly.				
Up to 10 pounds				
11 to 20 pounds				
21 to 30 pounds				
31 to 50 pounds				
51 to 75 pounds (team lifting as appropriate)				
76 to 100 pounds (team lifting required)				
Carrying – required to carry objects in arms or on the shoulder.				
Pushing – required to exert force up to ___ lbs so that an object can be moved away.				
Pulling – required to exert force up to ___ lbs so that an object can be moved towards employee.				
Climbing – required to climb and work in overhead areas.				
Balancing – required to move between objects or work in overhead areas.				
Stooping – required to bend forward by bending at the waist.				
Kneeling – required to move or support self on knees.				
Crouching – required to bend the legs or spine.				
Crawling – required to work in confined space and move about on hands and knees.				
Reaching – required to use hands and arms to reach for or place objects.				
Feeling – required to discriminate between varying textures.				
Grasping – required to pick up objects with fingers.				
Substantial Movements – required to perform substantial movement (motions) of the wrists, hands, and/or fingers.				
Eye, Hand, Foot Coordination – required to coordinate the eyes, hands, feet with each other in response to visual stimuli.				
Motor Coordination Skills – required to coordinate eyes, hands and fingers rapidly and accurately and handle precise movements.				
Color Determination – required to identify colors through vision.				



Physical and Environmental Job Requirements	Amount of time			
	Rarely	Occasionally	Frequently	Constantly
Near Acuity – required close, clear vision with or without correction.				
Depth Perception – required to distinguish depth.				



Manager's Approval:

Human Resources Approval:

Signature

Date

Signature

Date

Employee's Acknowledgement:

I have received, reviewed and fully understand the job description for the (job title). I further understand that I am responsible for the satisfactory execution of all duties identified therein, under any and all conditions as described. I acknowledge GNMH's right to amend, change, and alter my actual job duties as well as update this job description as needed.

Signature

Date

The statements herein are intended to describe the general nature and level of work being performed by employees, and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, they do not establish a contract for employment and are subject to change at the discretion of GNMH.

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Keith Neubert

Authorized to work in the US for any employer

Work Experience

Cleaner/Housekeeper

HomeTown Cleaning Services, LLC.

July 2018 to Present

Provided a service for families or individuals that prefer professional house cleaning.

Solar Panel Installer

Sol Works

May 2016 to July 2018

Installing solar panels as an assistant to the lead technician. Worked alongside electricians and our project manager.

Crew Chief

Servpro - North Chelmsford, MA

February 2015 to March 2016

Responsibilities:

Demo work and cleanup, which includes water restoration, fire damage, and sewage pickup. Help restore customers homes to original state.

Field Technician

Toshiba Business Solutions - Wilmington, MA

2012 to 2014

Started as an in house shop technician pre-installing black/white and color copiers then transitioned to a Field Service Technician traveling daily to customer locations to diagnose, repair and maintain Toshiba black/white and color copiers with a focus to maximize uptime, utilization and user satisfaction while minimizing costs. Achieved expected productivity levels associated with assigned workload and level of experience while managing service territory and car stock inventory.

Cleaner/Maintenance

Pine Acres Recreation Destination - Raymond, NH

2011 to 2012

One of the Seacoast regions premiere wilderness playgrounds in all of new england.

Position: General cleaning, General maintenance and customer relations.

I had the opportunity to make a meaningful and personal contribution to the lives of people who vacation together. To create family fun and fone memories for the guests who the outdoors.

Level II Fluorescent Dye Inspector

Nu-Cast, Inc - Londonderry, NH

2008 to 2011

29 Grenier Field Road Londonderry, NH 03053

An ISO 9001:2000, AS9100:B Registered international aluminium investment casting company

Position: Level II Fluorescent Dye Inspector (Non Destructive Testing)

Aluminum Aerospace Castings inspector: Responsible for inspection of defects, leaks, and fatigue cracks of components where quality control and attention to detail is of the utmost importance.

Cashier, Parts Counter

VIP Auto Parts

2006 to 2008

2006-2008

3 Garden Lane Londonderry, NH 03053

VIP Parts, Tires, & Service is New England's largest privately held automotive parts and accessories chain.

Cashier, Parts Counter.

Assisting customers with many of their automotive needs where customer service skills were needed, and replenishing stock.

Labor Crew Member

General carpentry knowledge from multiple master carpenters.

Education

Associates in Criminal Justice

Mount Washington College - Manchester, NH

2012 to Present

Pinkerton Academy High School 5 Pinkerton Street Derry - Derry, NH

Skills

- Water Damage Restoration
- Fire Restoration
- Restoration
- Mold Remediation
- Residential Cleaning
- Drywall

Certifications and Licenses

Driver's License

Additional Information

Qualifications & Skills

- Highly motivated, excellent work ethic, and a quick learner
- Excellent organizational skills
- Several years of meticulous quality control
- Excellent leadership and problem solving skills
- Overall knowledge of facility maintenance
- Computer literate

Greater Nashua Mental Health (legal name Community Council of Nashua, NH, Inc.)**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jessica Gagnon	Director, Acute Care Services	\$72,092	25%	\$18,023
Greg Lennox	Associate Director, Acute Care Services	\$65,000	100%	\$65,000
To Be Hired	Lead MCRT Clinician x 2.0	\$58,000	100%	\$116,000
To Be Hired	MCRT Clinician x 3.0	\$53,820	100%	\$161,460
To Be Hired	MCRT Case Manager x 3.0	\$42,905	100%	\$128,715
To Be Hired	MCRT Peer Support Specialist x 5.0	\$32,235	100%	\$161,175
To Be Hired	APRN	\$140,000	10%	\$14,000
To Be Hired	Admin Support	\$32,240	100%	\$32,240
Keith Neubert	Facilities Worker	\$38,480	12.5%	\$4,810