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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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May 25, 2021

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 award a contract with Behavioral Health & Development Services of Strafford County, Inc. d/b/a Community Partners of Strafford County (VC#177278), Dover, New Hampshire in the amount of \$868,322 for supportive housing for adults with severe mental illness or severe and persistent mental illness who may have co-occurring disorders, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2021 and are anticipated to be available in State Fiscal Years 2022 and 2023 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.

05-92-92-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-50731	Contracts for Prog Svc	92204117	\$134,743
2022	102-50731	Contracts for Prog Svc	92204117	\$360,387
2023	102-50731	Contracts for Prog Svc	92204117	\$373,192
			Total	\$868,332

EXPLANATION

The purpose of this request is to provide comprehensive supportive housing for adults age eighteen (18) years or older who have severe mental illness or severe and persistent mental illness and may have co-occurring disorders. These services will be provided to individuals who would otherwise be homeless or placed in a more restrictive psychiatric setting. With successful transition into this supportive housing program, individuals will have the opportunity to be in an environment that will promote recovery and reduce psychiatric emergency room visits, psychiatric admissions or re-admissions, or other facility level care.

Approximately six (6) individuals will be served at a time from the date of Governor and Executive Council approval through June 30, 2023.

The Contractor will provide a comprehensive array of services based on each individual's needs, including residential care, psychiatric and medication management, access to medical care, community based mental health services, specialized and co-occurring treatment services, and support for community connectedness and interpersonal relationship support.

The Department will monitor contracted services by:

- Utilizing performance reviews to assess program administration.
- Reviewing quarterly reports to identify ongoing programmatic improvements.
- Measuring service effectiveness using the Adult Needs and Strengths Assessment.

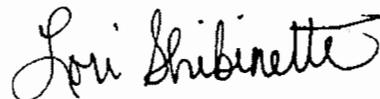
The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 10/15/2020 through 12/29/2020. The Department received three (3) responses, one (1) was disqualified, and the two (2) remaining responses were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, these services may not be available to individuals in need of supportive housing services, which, in turn, will cause individuals to be institutionalized and/or homeless.

Area served: Statewide

Respectfully Submitted,



Lori A. Shibinette
Commissioner



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

Supportive Housing Continuum

RFP-2021-DBH-08-SUPPO

RFP Name

RFP Number

Bidder Name
1. Community Partners
2. Light of Life Ministries
3.
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	450	422
	450	259
	450	0
	450	0
	450	0
	450	0
	450	0

Please note: Paragraph 4.2.4, Budget Sheet Criteria should reflect 49-75 points and Program Staff List Criteria should reflect 22-25 points in the highest score criteria.

Scoring was completed for all proposals based on the total maximum points identified in Subsection 5.3, Cost Proposal.

Subject: Supportive Housing Continuum (RFP-2021-DBH-08-SUUPO-01)

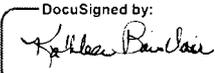
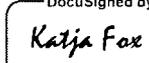
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Behavioral Health & Development Services of Strafford County, Inc. d/b/a Community Parnters of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 05-92-92-922010-41170000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$868,332
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: 6/11/2021		1.12 Name and Title of Contractor Signatory Kathleen Boisclair Board President	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		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: 6/14/2021			
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 Initials

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Date

6/11/2021

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
Supportive Housing Continuum



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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. 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
Supportive Housing Continuum



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide supportive housing for individuals age eighteen (18) years and older with:
 - 1.1.1. Severe mental illness (SMI) or severe and persistent mental illness (SPMI);
 - 1.1.2. SMI and SPMI with a co-occurring disorder of:
 - 1.1.2.1. An acquired brain disorder;
 - 1.1.2.2. An intellectual disability; or
 - 1.1.2.3. A substance use disorder; or
 - 1.1.3. SMI and SPMI with complex medical needs.
- 1.2. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.
- 1.3. The Contractor shall provide services in this agreement pursuant to NH Administrative Rule, He-M 1002, Certification Standards for Behavioral Health Community Residences.
- 1.4. The Contractor's services and supervision under this supportive housing program shall be limited to the applicable certification requirements, allowable enrolled Medicaid provider limitations, and limited to the needs identified in the individual's care plan that are not otherwise provided and reimbursable under existing Medicaid waiver programs pertaining to the individual's care, including Developmental Disabilities, Acquired Brain Disorder, Choices for Independence, or other services covered under the NH Medicaid State Plan or amendments thereof.
 - 1.4.1. The Contractor shall seek, or collaborate with involved providers to seek a waiver of the limitation in the event an individual care plan indicates service intensity needs in excess of applicable Medicaid limitations.
 - 1.4.2. If the waiver is not granted sufficiently to meet the service intensity needs, all services not reimbursable under Medicaid will be allowable for reimbursement under contracted general funds based on applicable licensing.
 - 1.4.3. The Contractor shall be reimbursed through contracted general funds for services and supervision provided under the supportive housing program that are not otherwise reimbursable under the individual's

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**New Hampshire Department of Health and Human Services
Supportive Housing Continuum**



EXHIBIT B

health insurance, a Medicaid Community Based Care Waiver, or the Medicaid State Plan.

- 1.5. The Contractor shall provide short and/or long term supportive housing through a contracted home care provider, including individualized support services which are available twenty-four (24) hours per day, seven (7) days per week to meet individualized service needs as outlined in each individual's service plan pursuant to He-M 426. The Contractor shall:
 - 1.5.1. Ensure supervision occurs on-site when the individual is home.
 - 1.5.2. Arrange overnight supervision in the home, as provided by the home provider, with additional staffing as necessary.
 - 1.5.3. Ensure individuals whose service intensity level increases or decreases over time have the ability to transition into another supportive housing program that meets his or her new service intensity needs, if available and approved by the individual, their guardian if applicable, the new provider, and the Department.
 - 1.5.4. Assist each client with securing a local primary care physician (PCP), and provide referrals to other medical professionals, as requested or required and as selected by the client.
 - 1.5.5. Exchange health information with medical providers and other professionals at regular intervals with the written consent of the client and/or guardian.
- 1.6. The Contractor shall develop and maintain a Home Provider Model of care that provides short- to long-term supportive housing. The Contractor shall:
 - 1.6.1. Provide the necessary intensity of service required by each individual, which may include:
 - 1.6.1.1. Short-term housing for one year or less; or
 - 1.6.1.2. Long-term housing for more than one year for individuals who have more intense and chronic needs; and
 - 1.6.2. Provide necessary supports for a minimum of three (3) clients to live in a community environment in new housing placements within Community Mental Health Region 9. The Contractor shall provide each client with:
 - 1.6.2.1. Opportunities for work, as desired by each client;
 - 1.6.2.2. Client-centered services based on intensity required by each individual;
 - 1.6.2.3. Life skills training;

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**New Hampshire Department of Health and Human Services
Supportive Housing Continuum**



EXHIBIT B

- 1.6.2.4. Mental illness management and recovery techniques; and
- 1.6.2.5. Promotion of optimal health management.
- 1.7. The Contractor shall assist individuals with improving their mental health and overall well-being in a non-hospital setting by supporting wellness and recovery through referrals and linkages to community-based services that may include, but are not limited to:
 - 1.7.1. Peer support services.
 - 1.7.2. Whole health support services.
 - 1.7.3. Area Agency developmental services in accordance with New Hampshire Administrative Rule He-M 500, Developmental Services.
 - 1.7.4. Community mental health services in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, herein referenced as He-M 426.
 - 1.7.5. Substance use disorder and recovery services.
 - 1.7.6. Brain injury services.
 - 1.7.7. Primary or specialty medical services.
- 1.8. The Contractor shall ensure services cultivate and sustain interpersonal relationships with peers, family members, neighbors, landlords, employers, and others to create a network of support that builds resiliency and strength based recovery and wellness skills.
- 1.9. The Contractor shall provide assistance and instruction to improve and maintain an individual's daily living skills, personal development, and community activities that include, but are not limited to:
 - 1.9.1. Personal decision-making.
 - 1.9.2. Learning to cope with change.
 - 1.9.3. Learning to negotiate within guidelines.
 - 1.9.4. Understanding rules and laws.
 - 1.9.5. Personal care, budgeting, shopping, and other functional skills.
 - 1.9.6. Setting and achieving personal goals.
 - 1.9.7. Household chores and responsibilities.
 - 1.9.8. Having relationships with people with and without mental illness.
 - 1.9.9. Accessing a wide range of integrated community activities including recreational, vocational, cultural, and other opportunities.

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Contractor Initials

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**New Hampshire Department of Health and Human Services
Supportive Housing Continuum**



EXHIBIT B

- 1.9.10. Participating in religious services and practices of the individual's choosing.
- 1.9.11. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
- 1.10. The Contractor shall ensure individuals have access to program modalities that include, but are not limited to:
 - 1.10.1. Access to Good Lives/Old-Me/New-Me Problematic Sexual Behavior (PSB);
 - 1.10.2. Emotional Regulation Skills System for the Cognitively Challenged.
 - 1.10.3. Enhanced-Illness Management and Recovery (E-IMR).
 - 1.10.4. Individual and group therapies.
 - 1.10.5. Dialectical Behavior Therapy (DBT).
- 1.11. The Contractor shall delineate services provided by collaborating and meeting with the individual's providers on a quarterly basis to review service plan objectives and goals. The Contractor shall ensure services are delineated by categories that include, but are not limited to:
 - 1.11.1. Substance use disorder.
 - 1.11.2. Community mental health program.
 - 1.11.3. Intellectual disability.
 - 1.11.4. Brain injury.
 - 1.11.5. Medical.
 - 1.11.6. Acquired brain disorder.
 - 1.11.7. Other providers as needed.
- 1.12. The Contractor shall provide all Home Providers with a training workshop by a clinician on topics that include, but are not limited to:
 - 1.12.1. Understanding mental health disorders.
 - 1.12.2. Medication monitoring.
 - 1.12.3. Intellectual disabilities.
 - 1.12.4. Traumatic brain injury.
- 1.13. The Contractor shall ensure Home Providers attend and actively engage in quarterly service review meetings. The Contractor shall ensure Home Providers provide reports on:
 - 1.13.1. Medication compliance and potential side effects;

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K B

New Hampshire Department of Health and Human Services
Supportive Housing Continuum



EXHIBIT B

- 1.13.2. Problematic behaviors;
- 1.13.3. Questions or concerns over treatment and services provided during the previous quarter;
- 1.13.4. Areas of progress and positive outcomes; and
- 1.13.5. Ongoing discussions related to discharge criteria and planning.
- 1.14. The Contractor shall ensure Home Providers utilize the Community Partners Nursing Line for health and medication related issues and follow all behavioral guidelines developed by the treatment team.
- 1.15. The Contractor shall ensure the Home Providers are instructed on how to complete incident reports in the event of serious health and medication related issues.
- 1.16. The Contractor shall develop an Individualized Treatment Plan (ITP) in accordance with NH Administrative Rule He-M 426 for each eligible individual. The Contractor shall ensure each ITP includes, but is not limited to:
 - 1.16.1. Goals and objectives identified by the individual or their caretaker relative to participation in community-based activities.
 - 1.16.2. Plan for seeking employment, as desired by the individual.
 - 1.16.3. Plan to reunite with friends and family, as appropriate.
 - 1.16.4. Plan to join peer support networks.
- 1.17. The Contractor shall support a culture of wellness and actively provide or facilitate connection to tobacco intervention services for all individuals who are former or current smokers. The Contractor shall:
 - 1.17.1. Ensure staff are trained in the five steps to smoking cessation intervention by the Agency for Healthcare Research and Quality.
 - 1.17.2. Ensure appropriate supports are accessible to non-smoking individuals that assist former smokers maintain their non-smoking status.
 - 1.17.3. Provide individuals with public health related information relative to the risks of smoking and secondary smoke exposure.
 - 1.17.4. Provide opportunities for individuals to join support groups that may include, but are not limited to InSHAPE.
 - 1.17.5. Provide ongoing smoking cessation treatments including, but not limited to the Healthy Choices-Healthy Changes program for current smokers.
- 1.18. The Contractor shall begin discharge planning during the admission process. The Contractor shall ensure:

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- 1.18.1. Each individual works with their team to identify and create a transitional Path to Success map; and
- 1.18.2. Each discharge plan identifies person-centered indicators that demonstrate readiness for transition and discharge to a less restrictive environment.
- 1.19. The Contractor shall ensure each individual's length of stay is based on the Path to Success Map, which includes but is not limited to:
 - 1.19.1. A two-week orientation that includes, but is not limited to:
 - 1.19.1.1. A tour of the facility.
 - 1.19.1.2. Nursing assessments.
 - 1.19.1.3. Reviewing the individuals' rights
 - 1.19.1.4. Creating a schedule.
 - 1.19.1.5. Sex offender registration (SORB);
 - 1.19.1.6. Health Risk Screening Tools/Supports Intensity Scale (HRST/SIS).
 - 1.19.1.7. Adult Needs and Strengths Assessment (ANSA).
 - 1.19.2. A two-week assessment period that may include, but is not limited to:
 - 1.19.2.1. Mini Mental Status Exam (MMSE).
 - 1.19.2.2. Vocational Assessment.
 - 1.19.2.3. Residential Goals.
 - 1.19.2.4. Back Depression/Anxiety Assessment.
 - 1.19.2.5. Biopsychosocial Assessment.
 - 1.19.2.6. Behavioral Plan.
 - 1.19.2.7. Michigan Alcohol Screening Test (MAST).
 - 1.19.2.8. Vineland Assessment.
 - 1.19.2.9. Supported Employment.
 - 1.19.2.10. Decision Tree.
 - 1.19.2.11. CAGE (screening tool).
 - 1.19.2.12. Volunteering.
 - 1.19.3. Three to five months of core skills and emotional regulation that includes:
 - 1.19.3.1. Coping skills;

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EXHIBIT B

- 1.19.3.2. Relapse prevention;
- 1.19.3.3. Community safety;
- 1.19.3.4. Attendance/Engagement;
- 1.19.3.5. Positive programming;
- 1.19.3.6. Specific, Measurable, Achievable, Relevant, Time Specific (SMART) goals;
- 1.19.3.7. Feelings Rating;
- 1.19.3.8. Short and long term planning;
- 1.19.3.9. Building social support;
- 1.19.3.10. Staying healthy;
- 1.19.3.11. Mindfulness;
- 1.19.3.12. Life skills;
- 1.19.3.13. Safety/Crisis planning; and
- 1.19.3.14. Transition planning.
- 1.19.4. Treatment modules that may include:
 - 1.19.4.1. Good Lives Model;
 - 1.19.4.2. Core skills and emotional regulation;
 - 1.19.4.3. Dialectical Behavior Therapy (DBT);
 - 1.19.4.4. Emotional regulation skills; and
 - 1.19.4.5. Substance abuse.
- 1.19.5. Discharge Planning and Transition that may include:
 - 1.19.5.1. Scheduled meetings;
 - 1.19.5.2. Replacement skills;
 - 1.19.5.3. Review of skills;
 - 1.19.5.4. Relapse prevention;
 - 1.19.5.5. Community networks;
 - 1.19.5.6. Progress in treatment;
 - 1.19.5.7. Self-medication certification;
 - 1.19.5.8. Life skills;
 - 1.19.5.9. A portable safety plan; and

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Behavioral Health & Development
Services of Strafford County, Inc. d/b/a
Community Partners of Strafford County

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EXHIBIT B

1.19.5.10. Preparing for the move.

1.20. Program Admission Requirements

- 1.20.1. The Contractor shall limit admission to the program to individuals in accordance with the service intensity level(s) for which the Contractor is approved by the Department to provide, and within the Department-approved community environment and capacity limitations.
- 1.20.2. The Contractor shall establish an admission process approved by the Department to ensure the successful entry of accepted individuals into the program.
- 1.20.3. The Contractor shall accept referrals from New Hampshire Hospital (NHH), Glenduff Home, all Designated Receiving Facilities (DRFs), other inpatient hospitals, and community mental health programs.
- 1.20.4. The Contractor shall adhere to a Department-approved written referral protocol that includes:
 - 1.20.4.1. A review and evaluation of the individual's current situation;
 - 1.20.4.2. An assessment of intensity of service need level and anticipated duration of need; and
 - 1.20.4.3. Referral disposition.
- 1.20.5. The Contractor shall maintain a list of referred individuals, in order of referral date and by service intensity need level, for whom admission is sought, but occupancy is not yet available.
- 1.20.6. The Contractor shall respond in writing, within fourteen (14) days, to all referrals as to the individual's acceptance or denial into the supportive housing program with a hard copy mailed to the Department or sent via secure email. If there are contingencies placed on the acceptance or if the referral is denied, the Contractor shall provide, in writing, an explanation of contingencies or reason for denial to the individual.
- 1.20.7. The Contractor shall communicate with the referring entity verbally, within twenty-four (24) hours, and in writing, within fourteen (14) business days, as to the reason(s) for the unsuccessful transition upon admittance.

1.21. Program Discharge Requirements

- 1.21.1. The Contractor shall have a discharge process for individuals who discharge from the supportive housing program.
- 1.21.2. The Contractor shall ensure the discharge process includes, but is not limited to:

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EXHIBIT B

- 1.21.2.1. A programmatic predetermined length of stay limit, per episode, per individual, unless otherwise approved in writing by the Department;
 - 1.21.2.2. A requirement that discharge planning begins upon entry into the program, unless clinically contraindicated, and includes individual participation in discharge planning meetings with community mental health programs and other involved providers and stakeholders specific to the individual, including natural supports, as appropriate.
 - 1.21.2.3. A written discharge plan that includes, but is not limited to:
 - 1.21.2.3.1. An evaluation of the individual's current situation; and
 - 1.21.2.3.2. The individual's current mental health or healthcare status.
 - 1.21.2.3.3. The individual's transition plan for the transitioning into another service intensity level of care within supportive housing, or other transition to a less restrictive or more intensive environment, as appropriate to meet the individual's care needs.
 - 1.21.2.4. Development and implementation of a collaborative relationship with the community mental health center and natural supports, including family, to develop treatment plans designed to return each client to the community.
 - 1.21.2.5. Involvement of the individual's family to support integration into the community, with the individual's consent.
 - 1.21.2.6. Identification of any barriers to placement in the community/
 - 1.21.2.7. Development of a plan to overcome identified barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.
- 1.22. The Contractor shall provide the written procedures for referrals, admissions, evaluations and discharges to the Department no later than thirty (30) days from the contract effective date, which outline the process for:
- 1.22.1. Identifying client(s) service level needs.
 - 1.22.2. Connecting to, and engaging with, community based service providers will occur.

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Behavioral Health & Development
Services of Strafford County, Inc. d/b/a
Community Partners of Strafford County

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EXHIBIT B

- 1.23. The Contractor shall designate a staff member as the Complaint Manager, in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services, herein referred to as He-M 204.
- 1.24. The Contractor shall assess the legal commitment status, if any, of individuals receiving services pursuant to this contract, and if deemed appropriate, provide for the continuation of the commitment via the proper legal process. If applicable for any individual, the Contractor shall also work with the NH Department of Corrections, the applicable NH County Attorney's Office, and the NH Office of the Attorney General.
- 1.25. The Contractor shall comply with all state and federal laws and regulations pertaining to the certification, licensure and operation of a community residential program.

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.
- 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 meet with the Department on a quarterly basis, or as otherwise requested by the Department, to review:
 - 3.1.1. Each individual's progress towards independent living that includes but is not limited to:
 - 3.1.1.1. Medication issues.
 - 3.1.1.2. Problematic behaviors.
 - 3.1.1.3. Incident reports.
 - 3.1.2. Programmatic offerings that may include, but are not limited to:
 - 3.1.2.1. Social activities and outings.
 - 3.1.2.2. Vocational support services.

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Supportive Housing Continuum**



EXHIBIT B

- 3.1.2.3. Wellness groups.
- 3.2. The Contractor shall submit all required data elements via the Phoenix system except for the Adult Needs and Strengths Assessment (ANSA) data as otherwise specified. Any required system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 3.3. The Contractor shall submit individual client-level demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters. The Contractor shall ensure:
 - 3.3.1. Data is submitted to the Department's Phoenix system where applicable utilizing the Contractor(s) Electronic Health Record (EHR) system within six (6) months of contract effective date.
 - 3.3.2. All data is submitted in the format, content, completeness, frequency, method and timeliness specified by the Department.
 - 3.3.3. All client data submitted includes a Medicaid ID number for clients who are enrolled in Medicaid, and where applicable, previously enrolled in Medicaid and historical Medicaid ID number is available.
 - 3.3.4. Data elements includes, but are not be limited to:
 - 3.3.4.1. Number of beds occupied within the reporting period.
 - 3.3.4.2. Client name, date of birth and legal status if individual is under court ordered treatment or involved in criminal justice system.
 - 3.3.4.3. Client admission date and anticipated discharge date.
 - 3.3.4.4. Client employment status.
 - 3.3.4.5. Client secondary diagnosis of substance use disorder, intellectual disability or traumatic brain injury.
 - 3.3.4.6. Insurance carrier of individual.
 - 3.3.4.7. Referral source, which may include, but is not limited to:
 - 3.3.4.7.1. NHH.
 - 3.3.4.7.2. CMHCs.
 - 3.3.4.7.3. DRFs.
 - 3.3.4.7.4. Glencliff.
 - 3.3.4.8. Number of unique individuals served.
 - 3.3.4.9. Services provided.

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EXHIBIT B

- 3.3.4.10. Location where services were provided.
- 3.3.4.11. Length of time service or services provided.
- 3.3.4.12. Diversions from hospital stays.
- 3.3.4.13. Thirty (30) day hospital readmission rates.
- 3.3.4.14. Client housing status upon discharge.
- 3.3.4.15. Client smoking status.
- 3.3.4.16. All data needed to comply with federal reporting requirements.

4. Performance Measures

- 4.1. The Contractor shall ensure quality assurance by cooperating in performance reviews and utilization reviews determined necessary and appropriate by the Department based on the Contractor(s) applicable licensing and certifications and allowable service provisions, within timeframes specified by the Department, in order to ensure the efficient and effective administration of the program. The Contractor shall:
 - 4.1.1. Maintain detailed client records.
 - 4.1.2. Participate in quarterly meetings to review submitted quarterly reports in order to identify ongoing programmatic improvements.
 - 4.1.3. Ensure annual reviews of the effectiveness of services are measured using the ANSA, or other approved Evidence Based assessment.
 - 4.1.4. Submit evaluation of individual service encounter data that through the Department's Phoenix reporting system, or other identified format, to inform care monitoring and ongoing agency-wide quality service monitoring.
 - 4.1.5. Submit monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.
 - 4.1.6. Engage in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.
 - 4.1.7. Ensure peers are integrated a minimum of sixty (60) percent of the time services are provided.
- 4.2. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

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**New Hampshire Department of Health and Human Services
Supportive Housing Continuum**



EXHIBIT B

- 4.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

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.
- 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.

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- 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 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

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EXHIBIT B

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 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
Supportive Housing Continuum



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds 100% General funds.
2. The Contractor shall be compensated according to the current NH Medicaid Fee for Service rate structure for the applicable service provided. Rates of compensation align with the State's current Medicaid fee structure.
3. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to agreement as follows:
 - 3.1. For Medicaid enrolled individuals, the Contractor shall ensure all services are billed in accordance with the current, published fee schedules or through existing relationships with the Managed Care Organization (MCOs).
 - 3.2. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third party payer, the Contractor shall directly bill the Department to access contract funds.
 - 3.2.1. The Contractor shall ensure invoices of this nature include general ledger detail indicating the Department is only being invoiced for net expenses and may only be reimbursed up to the current Medicaid rate for the services provided.
 - 3.2.2. The Contractor shall bill the Department for services provided to individuals without health insurance or other coverage for the services they received.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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
5. The Department 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.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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New Hampshire Department of Health and Human Services
Supportive Housing Continuum



EXHIBIT C

7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. 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.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
11. Audits
 - 11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 11.1.1. 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.
 - 11.1.2. 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.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. 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.
 - 11.3. 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.

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**New Hampshire Department of Health and Human Services
Supportive Housing Continuum**



EXHIBIT C

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- 11.4. 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.

Exhibit C-1 Budget

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

Bidder Name: Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners

Budget Request for: Supportive Housing Continuum

Budget Period: July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 36,759.00	\$ 5,059.00	\$ 41,818.00	\$ -	\$ -	\$ -	\$ 36,759.00	\$ 5,059.00	\$ 41,818.00
2. Employee Benefits	\$ 17,650.00	\$ 2,430.00	\$ 20,080.00	\$ -	\$ -	\$ -	\$ 17,650.00	\$ 2,430.00	\$ 20,080.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 250.00	\$ 125.00	\$ 375.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 125.00	\$ 375.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Office	\$ 100.00	\$ 100.00	\$ 200.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 200.00
6. Travel	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
7. Occupancy	\$ 12,000.00	\$ 1,000.00	\$ 13,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,000.00	\$ 13,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
Postage	\$ -	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ 40.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aidit and Legal	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Insurance	\$ 400.00	\$ 100.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 100.00	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 400.00	\$ 200.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 200.00	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
12. Subcontracts/Agreements	\$ 55,000.00	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ 55,000.00
13. Other (specialty details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Background Checks/Staff Recruitment	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 125,109.00	\$ 9,634.00	\$ 134,743.00	\$ -	\$ -	\$ -	\$ 125,109.00	\$ 9,634.00	\$ 134,743.00

Indirect As A Percent of Direct

7.7%

Exhibit C-2 Budget

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

Bidder Name: Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners

Budget Request for: Supportive Housing Continuum

Budget Period: July 1, 2021- June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 84,260.00	\$ 11,582.00	\$ 95,842.00	\$ -	\$ -	\$ -	\$ 84,260.00	\$ 11,582.00	\$ 95,842.00
2. Employee Benefits	\$ 40,450.00	\$ 5,560.00	\$ 46,010.00	\$ -	\$ -	\$ -	\$ 40,450.00	\$ 5,560.00	\$ 46,010.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 750.00	\$ 375.00	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 375.00	\$ 1,125.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Office	\$ 300.00	\$ 300.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 600.00
6. Travel	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
7. Occupancy	\$ 36,000.00	\$ 3,000.00	\$ 39,000.00	\$ -	\$ -	\$ -	\$ 36,000.00	\$ 3,000.00	\$ 39,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 240.00	\$ 2,640.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 240.00	\$ 2,640.00
Postage	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
Insurance	\$ 1,200.00	\$ 300.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 300.00	\$ 1,500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,200.00	\$ 600.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 600.00	\$ 1,800.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ 165,000.00	\$ -	\$ 165,000.00	\$ -	\$ -	\$ -	\$ 165,000.00	\$ -	\$ 165,000.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Background Checks/Staff Recruitment	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 336,810.00	\$ 23,577.00	\$ 360,387.00	\$ -	\$ -	\$ -	\$ 336,810.00	\$ 23,577.00	\$ 360,387.00

Indirect As A Percent of Direct 7.0%



Exhibit C-3 Budget

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

Bidder Name: Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners

Budget Request for: Supportive Housing Continuum

Budget Period: July 1, 2022-June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 86,922.00	\$ 11,950.00	\$ 98,872.00	\$ -	\$ -	\$ -	\$ 86,922.00	\$ 11,950.00	\$ 98,872.00
2. Employee Benefits	\$ 42,600.00	\$ 5,860.00	\$ 48,460.00	\$ -	\$ -	\$ -	\$ 42,600.00	\$ 5,860.00	\$ 48,460.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 790.00	\$ 395.00	\$ 1,185.00	\$ -	\$ -	\$ -	\$ 790.00	\$ 395.00	\$ 1,185.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Office	\$ 300.00	\$ 300.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 600.00
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
7. Occupancy	\$ 37,800.00	\$ 3,150.00	\$ 40,950.00	\$ -	\$ -	\$ -	\$ 37,800.00	\$ 3,150.00	\$ 40,950.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 240.00	\$ 2,640.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 240.00	\$ 2,640.00
Postage	\$ -	\$ 120.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 120.00	\$ 120.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
Insurance	\$ 1,260.00	\$ 315.00	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,260.00	\$ 315.00	\$ 1,575.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,260.00	\$ 630.00	\$ 1,890.00	\$ -	\$ -	\$ -	\$ 1,260.00	\$ 630.00	\$ 1,890.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
12. Subcontracts/Agreements	\$ 169,950.00	\$ -	\$ 169,950.00	\$ -	\$ -	\$ -	\$ 169,950.00	\$ -	\$ 169,950.00
13. Other (specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Background Checks/Staff Recruitment	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 348,732.00	\$ 24,460.00	\$ 373,192.00	\$ -	\$ -	\$ -	\$ 348,732.00	\$ 24,460.00	\$ 373,192.00

Indirect As A Percent of Direct 7.0%



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.

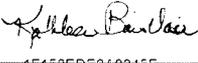
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

6/11/2021

Date

DocuSigned by:

 1F158E9E9A9245F
 Name: Kathleen Boisclair
 Title: Board President



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:

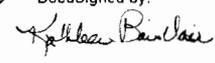
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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:

6/11/2021

Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board President

DS
K.B.

Vendor Initials

Date 6/11/2021



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 ^{DS}

K.B.



**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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

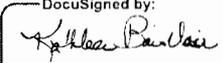
LOWER TIER COVERED TRANSACTIONS

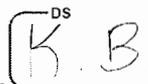
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

Contractor Name:

6/11/2021

Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board President

Contractor Initials 
 Date 6/11/2021



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:

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

Contractor Name:

6/11/2021

Date

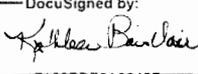
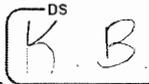
DocuSigned by:

Name: Kathleen Boisclair
Title: Board President

Exhibit G

Contractor Initials 

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 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:

6/11/2021
Date

DocuSigned by:

Name: Kathleen Boisclair
Title: Board President



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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Contractor Initials

K. B.

Date 6/11/2021



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

Contractor Initials B.B.



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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 6/11/2021



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

Community Partners

The State

Name of the Contractor

Katja Fox

Kathleen Boisclair

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

kathleen boisclair

Name of Authorized Representative
Director

Name of Authorized Representative

Board President

Title of Authorized Representative

Title of Authorized Representative

6/14/2021

6/11/2021

Date

Date

Contractor Initials *K.B.*

Date 6/11/2021



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.

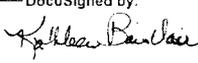
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

6/11/2021
Date

DocuSigned by:

 Name: Kathleen Boisclair
 Title: Board President



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The DUNS number for your entity is: 193618162
- 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: _____

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

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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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

^{DS}
K.B.

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}
K.B.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

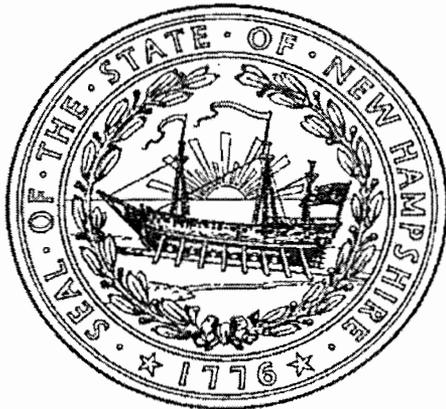
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62273**

Certificate Number: **0005358975**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

State of New Hampshire

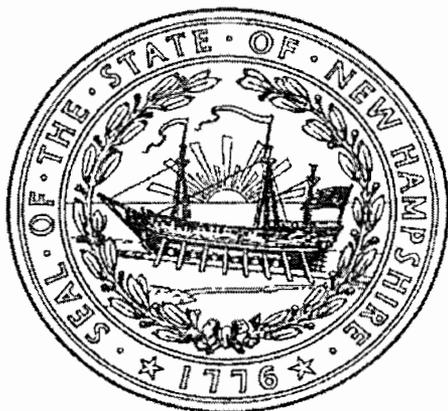
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **455172**

Certificate Number: **0005359021**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 11, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Boisclair, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 06/11/2021

Ann Landry Digitally signed by Ann Landry
Date: 2021.06.11 16:14:03 -04'00'

Signature of Elected Officer
Name: Ann Landry
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 659-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services SIG INSURER C: INSURER D: INSURER E: INSURER F:	
NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 20-21 w/21-22 WC **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			PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Professional Liability							GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK2201367	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20210000393 3A: NH	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability			PHSD1586210	11/01/2020	11/01/2021	Limit of insurance \$ 5,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER

CANCELLATION

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



113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

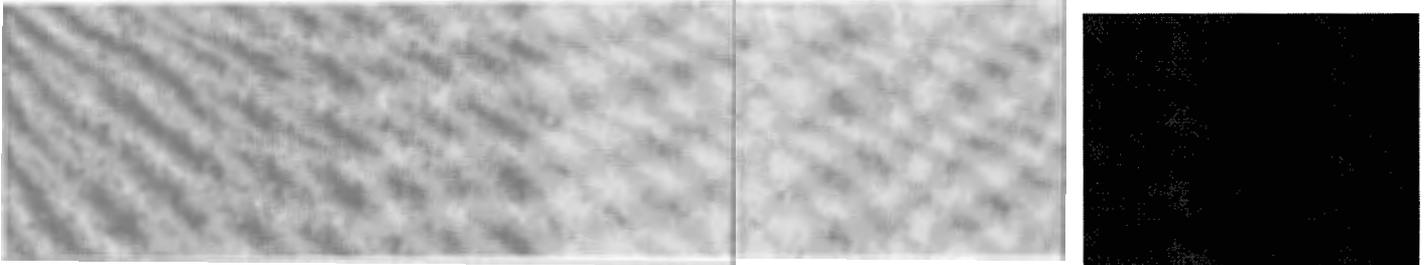
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2020 and 2019

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated 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 consolidated financial statements based on our audits. We conducted our audits 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Board of Directors
Behavioral Health & Developmental Services of Stafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2020

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	<u>2,231,627</u>	<u>2,118,838</u>
 Total assets	 <u>\$12,315,370</u>	 <u>\$ 7,990,412</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,842,555	\$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	<u>4,159,036</u>	<u>884,773</u>
 Total liabilities	 8,194,952	 4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	<u>101,748</u>	<u>-</u>
 Total net assets	 <u>4,120,418</u>	 <u>3,232,211</u>
 Total liabilities and net assets	 <u>\$12,315,370</u>	 <u>\$ 7,990,412</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$31,378,211	\$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	1,340,942	722,753
Public support	119,432	123,304
Other revenue	<u>736,918</u>	<u>198,539</u>
Total public support and revenue	<u>39,296,599</u>	<u>35,005,264</u>
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	<u>3,730,957</u>	<u>2,655,420</u>
Total program expenses	35,001,011	31,280,688
Supporting services		
General management	<u>3,509,129</u>	<u>3,438,646</u>
Total expenses	<u>38,510,140</u>	<u>34,719,334</u>
Change in net assets without donor restrictions	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	<u>101,748</u>	<u>-</u>
Change in net assets	888,207	285,930
Net assets, beginning of year	<u>3,232,211</u>	<u>2,946,281</u>
Net assets, end of year	<u>\$ 4,120,418</u>	<u>\$ 3,232,211</u>

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 896,389	\$ 4,040,408	\$ 5,011,919	\$ 290,667	\$ 13,303,054	\$ 4,340,039	\$ 3,205,815	\$ 55,509	\$ 234,411	\$ 31,378,211	\$ -	\$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,957	729,354	-	1,105,531	25,847	157,206	23,514	68,798	2,176,062	-	2,176,062
Contract revenue	66,692	286,211	441,695	76,179	32,307	46,470	3,554	212,777	313,940	1,479,825	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	26	39	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,497	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	31,765	-	468,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,985	4,474,185	3,608,478	294,853	3,539,820	39,056,808	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,697	1,617,524	2,040,948	279,097	1,938,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,366	20,626	168,279	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	17,248	30,980
Client treatment services	15,137	312,089	123,575	245,525	4,512,631	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,226	12,644	109,920	267,144	190,882	850,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,367,091	-	6,367,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,746	12,841	4,509	12,427	97,393	31,198	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	8,347	44,653	19,777	1,320	16,041	2,118	20,549	4,697	22,150	139,652	21,906	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,886	162,881	349,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,925	211,039	6,664	217,703
Office	11,725	57,304	49,229	2,703	17,000	4,538	25,310	3,481	54,752	226,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	924	6,140	704	20,116	65,187	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,017	42,943	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,460	235,229	30,559	265,788
Advertising	236	2,366	2,195	361	1,200	961	1,510	114	972	9,915	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,805	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,897	394,755	8,040	402,795
Assistance to individuals	27,034	4,643	4,496	87,716	3,402	19,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,862	25,208	2,980	37,730	3,745	28,145	231,278	36,622	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	108,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,760	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,160,769	4,513,949	643,257	12,328,472	4,023,490	2,899,359	660,072	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	\$ (30,847)	\$ (676,179)	\$ 1,820,769	\$ (241,917)	\$ 2,580,513	\$ 450,695	\$ 709,119	\$ (365,219)	\$ (191,137)	\$ 4,055,797	\$ (3,269,338)	\$ 786,459

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2019

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 906,600	\$ 4,143,493	\$ 4,260,603	\$ 305,762	\$ 12,217,725	\$ 3,856,075	\$ 3,197,558	\$ 45,653	\$ 230,102	\$ 29,163,571	\$ -	\$ 29,163,571
Medicare revenue	-	18,238	-	-	-	-	158,215	-	19,991	196,444	-	196,444
Client resources	61,044	62,667	528,823	-	1,042,019	23,156	126,198	28,324	61,774	1,934,005	-	1,934,005
Contract revenue	105,269	308,584	404,433	76,279	19,928	46,470	700	178,823	199,984	1,340,470	206,056	1,546,526
Grant income	15,030	75,112	84,404	27,048	-	1,500	62,679	4,238	837,657	1,107,668	4,000	1,111,668
Interest income	-	-	-	-	-	-	-	-	-	-	8,454	8,454
Other program revenue	-	47,510	26,280	-	-	-	-	-	642,092	715,882	6,871	722,753
Public support	12,575	6,503	17,150	16,115	-	2,897	2,425	-	60,648	118,313	4,991	123,304
Other revenue	164	200	265	-	24,411	-	11,225	-	13,910	50,175	148,364	198,539
Total public support and revenue	1,100,682	4,662,307	5,321,958	425,204	13,304,083	3,930,098	3,559,000	257,038	2,066,158	34,626,528	378,736	35,005,264
Expenses												
Salaries and wages	618,554	2,591,978	2,645,376	153,744	1,186,741	1,574,898	1,882,810	262,726	1,339,135	12,255,962	2,225,787	14,481,749
Employee benefits	155,689	725,683	618,235	43,641	286,380	114,976	206,739	57,444	425,053	2,633,840	502,190	3,136,030
Payroll taxes	45,086	205,829	194,655	11,761	86,697	119,265	98,181	19,156	116,098	896,728	152,858	1,049,586
Contracted substitute staff	-	7,196	-	-	-	-	-	-	-	7,196	-	2,898
Client treatment services	25,457	59,794	117,396	300,788	4,080,658	1,478,666	61,871	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,609	59,399	106,919	7,212	102,207	14,046	81,569	274,494	70,392	752,847	90,707	843,554
Subcontractors	-	420,214	-	-	4,656,701	49,090	-	-	-	5,126,005	-	5,126,005
Staff development and training	2,207	16,017	17,066	4,437	3,155	4,499	9,656	1,060	6,381	64,488	79,033	143,521
Rent	-	99,754	93,461	-	35,450	-	70,190	7,524	51,079	357,458	19,212	376,670
Utilities	9,370	55,250	23,008	1,492	18,311	2,346	11,916	5,911	88,105	215,709	29,976	245,685
Building maintenance and repairs	14,556	71,509	43,135	2,340	50,693	3,920	21,130	533	127,740	335,556	19,436	354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299	-	29,422	131,714	8,581	140,295
Office	10,417	64,185	56,760	2,411	21,475	4,191	31,606	4,850	51,698	247,593	87,522	335,115
Building and housing	3,575	15,856	8,170	722	6,394	925	4,136	576	6,883	47,237	8,711	55,948
Client consumables	949	28,368	6,315	2,997	20,369	48,309	3,894	62	11,678	122,941	1,450	124,391
Medical	-	1,389	538	-	178	-	639	74	621	3,439	272	3,711
Equipment maintenance	15,857	50,227	45,332	2,687	21,975	5,603	30,933	3,922	16,895	193,431	40,445	233,876
Depreciation	30,694	152,835	79,473	5,581	69,061	14,998	40,071	5,865	24,080	422,658	59,430	482,088
Advertising	237	1,049	1,788	25	412	67	723	58	189	4,548	1,281	5,829
Printing	-	31	366	-	-	-	82	12	30	521	845	1,366
Telephone and communications	17,280	40,314	38,423	3,011	9,469	4,559	27,879	3,966	23,495	168,396	40,737	209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928	686	4,414	22,051	1,740	23,791
Transportation	13,906	217,589	31,547	4,005	88,089	110,411	29,107	1,622	26,433	522,709	15,396	538,105
Assistance to individuals	23,822	2,555	3,429	84,929	15,494	42,055	1,234	182	28,685	202,385	4,565	206,950
Insurance	8,781	78,150	36,307	1,596	25,423	4,291	33,316	3,588	12,620	204,072	30,636	234,708
Membership dues	22	2,033	104	4	49	10	3,971	11	104,765	110,969	4,081	115,050
Interest	2,285	5,844	2,161	371	3,119	622	818	115	6,569	21,904	3,617	25,521
Other	-	507	214	-	-	20	-	-	69,322	70,063	7,209	77,272
Total expenses	1,041,170	5,034,457	4,196,063	634,699	10,799,339	3,599,405	2,665,698	654,437	2,655,420	31,280,688	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	\$ 59,512	\$ (372,150)	\$ 1,125,895	\$ (209,495)	\$ 2,504,744	\$ 330,693	\$ 893,302	\$ (397,399)	\$ (589,262)	\$ 3,345,840	\$ (3,059,910)	\$ 285,930

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 888,207	\$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	<u>89</u>	<u>90</u>
Net cash (used) provided by operating activities	<u>(118,282)</u>	<u>887,227</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(378,577)</u>	<u>(536,486)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	<u>(189,832)</u>	<u>(261,109)</u>
Net cash provided by financing activities	<u>3,274,263</u>	<u>38,891</u>
Net increase in cash, cash equivalents and restricted cash	<u>2,777,404</u>	<u>389,632</u>
Cash, cash equivalents and restricted cash, beginning of year	<u>4,136,407</u>	<u>3,746,775</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 6,913,811</u>	<u>\$ 4,136,407</u>
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,801,286	\$ 4,023,971
Restricted cash	<u>112,525</u>	<u>112,436</u>
	<u>\$ 6,913,811</u>	<u>\$ 4,136,407</u>

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2020</u>	<u>2019</u>
Funds received	\$ 153,805	\$ 58,259
Funds disbursed	<u>38,327</u>	<u>40,064</u>
	<u>\$ 115,478</u>	<u>\$ 18,195</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 582,844
Funds disbursed	<u>355,700</u>
	<u>\$ 227,144</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Newly Adopted Accounting Principles and Reclassifications

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of \$19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of \$93,425.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB ASC Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of consolidated financial statements in conformity with 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

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

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.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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.

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities 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.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2020 and 2019.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2020 and 2019, allowances were recorded in the amount of \$487,805 and \$436,905, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

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 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 consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2020 and 2019.

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>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 6,699,538	\$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	<u>591,940</u>	<u>162,264</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,384,203</u>	<u>\$ 5,357,736</u>

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2020 and 2019, the Organization held cash totaling \$89,562 and \$89,473, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2020 and 2019, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2020</u>	<u>2019</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	<u>2,939,058</u>	<u>2,909,242</u>
	8,125,127	7,791,112
Less accumulated depreciation	<u>5,893,500</u>	<u>5,672,274</u>
	<u>\$ 2,231,627</u>	<u>\$ 2,118,838</u>

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

6. Notes Payable

Notes payable consisted of the following:

	<u>2020</u>	<u>2019</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 95,635	\$ 139,608

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, paid in 2020.	44,249	74,560
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	96,413	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	63,379	90,940
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	124,756	142,559
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	272,136	296,117
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	37,468	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	50,000	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.

	<u>3,375,000</u>	<u>-</u>
	<u>\$ 4,159,036</u>	<u>\$ 884,773</u>

The scheduled maturities of long-term debt are as follows:

2021	\$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	<u>168,268</u>
	<u>\$ 4,159,036</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$401,284 in 2020 and \$376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	\$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	<u>2,211,640</u>
	<u>\$ 4,054,958</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2020</u>	<u>2019</u>
Developmental Services	\$ 1,532,231	\$ 681,243
Behavioral Health Services	<u>82,757</u>	<u>133,889</u>
	<u>\$ 1,614,988</u>	<u>\$ 815,132</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2020 and 2019, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2020 were \$404,476 and during the year ended June 30, 2019 were \$377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2020 and 2019

10. 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 November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020					2019						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 4,852,149	\$ 1,822,616	\$ 1,125	\$ 125,396	\$ -	\$ 6,801,286	\$ 2,426,960	\$ 1,484,207	\$ 1,138	\$ 111,666	\$ -	\$ 4,023,971
Restricted cash	112,525	-	-	-	-	112,525	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,754,753	732,514	34	101,748	(496,324)	2,092,725	939,082	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,109	272,831	-	-	-	591,940	18,998	143,266	-	-	-	162,264
Prepaid expenses	267,588	217,679	-	-	-	485,267	222,496	178,906	-	-	-	401,402
Interest in net assets of subsidiaries	225,181	-	-	-	(225,181)	-	109,646	-	-	-	(109,646)	-
Property and equipment, net	1,883,374	348,253	-	-	-	2,231,627	1,746,611	372,227	-	-	-	2,118,838
Total assets	<u>\$ 9,414,679</u>	<u>\$ 3,393,893</u>	<u>\$ 1,159</u>	<u>\$ 227,144</u>	<u>\$ (721,505)</u>	<u>\$ 12,315,370</u>	<u>\$ 5,576,229</u>	<u>\$ 2,897,077</u>	<u>\$ 1,214</u>	<u>\$ 111,666</u>	<u>\$ (595,774)</u>	<u>\$ 7,990,412</u>
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,705,799	\$ 629,958	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,555	\$ 2,479,415	\$ 543,949	\$ 3,233	\$ -	\$ (486,128)	\$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,884	54,346	-	-	-	72,230	10,098	30,687	-	-	-	40,785
Loan fund	89,562	-	-	-	-	89,562	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,249	-	-	-	4,159,036	810,213	74,560	-	-	-	884,773
Total liabilities	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201
Net assets (deficit)												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Total net assets (deficit)	<u>1,823,971</u>	<u>2,296,447</u>	<u>(1,963)</u>	<u>227,144</u>	<u>(225,181)</u>	<u>4,120,418</u>	<u>1,432,819</u>	<u>1,799,391</u>	<u>(2,019)</u>	<u>111,666</u>	<u>(109,646)</u>	<u>3,232,211</u>
Total liabilities and net assets (deficit)	<u>\$ 9,414,679</u>	<u>\$ 3,393,893</u>	<u>\$ 1,159</u>	<u>\$ 227,144</u>	<u>\$ (721,505)</u>	<u>\$ 12,315,370</u>	<u>\$ 5,576,229</u>	<u>\$ 2,897,077</u>	<u>\$ 1,214</u>	<u>\$ 111,666</u>	<u>\$ (595,774)</u>	<u>\$ 7,990,412</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020					2019						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 23,575,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,378,211	\$ 22,008,443	\$ 7,155,128	\$ -	\$ -	\$ -	\$ 29,163,571
Medicare revenue	-	175,540	-	-	-	175,540	-	196,444	-	-	-	196,444
Client resources	1,583,678	592,384	-	-	-	2,176,062	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	675,812	956,344	-	-	-	1,632,156	683,560	862,966	-	-	-	1,546,526
Grant income	278,171	1,422,093	-	-	-	1,700,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	15,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	65,464	2,647	-	51,321	-	119,432	55,233	9,905	-	58,166	-	123,304
Other revenue	681,502	68,411	9,060	736	(22,791)	736,918	53,570	163,070	9,057	93	(27,251)	198,539
Total public support and revenue	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599	25,334,294	9,630,905	9,057	58,259	(27,251)	35,005,264
Expenses												
Program services												
Case management	1,040,686	-	-	-	-	1,040,686	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,169,526	991,243	-	-	-	5,160,769	4,117,219	917,238	-	-	-	5,034,457
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,614,339	2,581,724	-	-	-	4,196,063
Family support	643,257	-	-	-	-	643,257	634,699	-	-	-	-	634,699
Residential services	12,328,472	-	-	-	-	12,328,472	10,799,339	-	-	-	-	10,799,339
Consolidated services	4,023,490	-	-	-	-	4,023,490	3,599,405	-	-	-	-	3,599,405
Adult services	212,701	2,686,658	-	-	-	2,899,359	123,658	2,542,040	-	-	-	2,665,698
Emergency services	-	660,072	-	-	-	660,072	-	654,437	-	-	-	654,437
Other	1,709,045	1,983,585	9,004	38,327	(9,004)	3,730,957	1,133,366	1,481,990	9,164	40,064	(9,164)	2,655,420
Total program expenses	26,019,795	8,942,889	9,004	38,327	(9,004)	35,001,011	23,063,195	8,177,429	9,164	40,064	(9,164)	31,280,688
Supporting services												
General management	1,912,897	1,596,232	-	-	-	3,509,129	1,916,368	1,522,278	-	-	-	3,438,646
Total expenses	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140	24,979,563	9,699,707	9,164	40,064	(9,164)	34,719,334
Change in net assets (deficit) without donor restrictions	289,404	497,056	56	13,730	(13,787)	786,459	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Change in net assets (deficit)	391,152	497,056	56	115,478	(115,535)	888,207	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
Net assets (deficit), end of year	\$ 1,823,971	\$ 2,296,447	\$ (1,963)	\$ 227,144	\$ (225,181)	\$ 4,120,418	\$ 1,432,819	\$ 1,799,391	\$ (2,019)	\$ 111,666	\$ (109,646)	\$ 3,232,211



Community Partners BOARD OF DIRECTORS 2017-2018

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Lowy (C) (Joined 09/13/99)
Bryant Hardwick (Joined 2/22/11)	Judge Daniel Cappiello (Joined 03/22/14)	Christopher Roundy (Joined 6/26/07)
Sharon Reynolds (Joined 8/23/16)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Phillip Vancelette (Joined 5/31/17)		

Past Board Members:

Matthew Sylvia (former Treasurer)	Joined 12/19/2006.	Resigned June 30, 2016.
Rev. Sue Frost	Joined 01/28/2014.	Resigned as of July 7, 2016.
John Guy	Joined 7/22/2014	Resigned as of August 22, 2017

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins

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and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

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1982 - 1985 **Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished “clean” annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company’s expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Suzanne Bagdasarian

Page 2

Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
 - Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
 - Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
 - Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
 - Brought credentialing process in-house resulting in a 66% reduction in operating costs.
 - Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
 - Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.
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CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
 - Directly responsible for a \$2.5 million dollar operating budget.
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Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Supportive Housing Continuum

BUDGET PERIOD:		SFY 222/23	
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$246,552	0.00%	\$0.00
Suzanne Bagdasarian- CFO	\$130,000	0.00%	\$0.00
Chris Kozak- Chief Operating Officer, BH	\$103,000	5.00%	\$5,150.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$5,150.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.