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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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June 5, 2023

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 of Long Term Supports and Services, to enter into **Sole Source** contract with Behavioral Health & Developmental Services of Strafford County, Inc., (VC#177278-B002), Dover, NH to provide developmental disability and acquired brain disorder services, with an individual price limitation of \$3,033,986, of which \$1,000,000 is a shared amount among all Contractors, with no guaranteed maximum or minimum funding amount per Contractor effective July 1, 2023, upon Governor and Council approval, through June 30, 2025.

The shared amount provides a contingency funds pool, available to all Contractors, upon Department approval, during the Bureau of Developmental Services system transition. 10.30% Federal Funds. 89.70% General Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor in the region able to provide the necessary services. NH RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area, as adopted by the Department, to provide services to persons with a developmental disability or acquired brain disorder in that area. Pursuant to RSA 171-A:18, I., the Area Agency is the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating with existing services on behalf of persons with developmental disabilities served in the area.

In accordance with RSA 171-A and RSA 126-C, the Area Agency is responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders and their families. This request will allow the Area Agency to provide developmental, acquired brain disorder, and early supports and services to adults, children, and families statewide. Through this agreement, the Area Agency will work collaboratively with the Department on a variety of initiatives designed to sustain a high-quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

Statewide, approximately 1,836 adults and children will be served annually.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Division of Long Term Supports and Services and approved by the Center for Medicare & Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services 1915c Waivers. The Area Agency will coordinate and provide supports and services for individuals with a developmental disability or acquired brain disorder and their families. Services provided through the Area Agency may include community support and independent living; community participation and employment; family-centered early supports; family support; in-home support; service coordination; and participant directed and managed services.

This agreement includes funding that is shared among the agencies to provide assistance to Area Agency through the system transition. By including these shared funds in the contracts, the Department is able to distribute funds throughout developmental services system based on individual and agency needs, as approved by the Department.

The Department will monitor contracted services through monthly reporting, annual file reviews, and Governance audits.

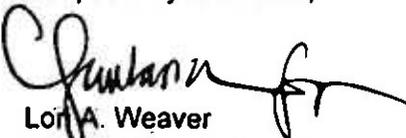
Should the Governor and Council not authorize this request, the Area Agency will not be able to fully provide the functions of the Organized Health Care Delivery System operated by the Department and as laid out in RSA 171-A. As a result, individuals with developmental disabilities and acquired brain disorders and their families will not receive required and essential services.

Areas served: Statewide

Source of Federal Funds: Assistance Listing Number #84.181A, FAIN# H181A200127

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

Respectfully submitted,



Lor A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$555,176.00
2025	102-500731	Contracts for program services	93007013	\$555,176.00
			Subtotal	\$1,110,352.00

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	\$0.00
2025	102-500731	Contracts for program services	93007013	\$0.00
			Subtotal	\$0.00

05-95-93-930010-3677 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007014	\$201,395.00
2025	102-500731	Contracts for program services	93007014	\$201,395.00
			Subtotal	\$402,790.00

05-95-93-930010-3674 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	93007852	\$156,297.00
2025	074-500585	Grants for Pub Asst and Relief	93007852	\$156,297.00
			Subtotal	\$312,594.00

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93005947	\$104,125.00
2025	102-500731	Contracts for program services	93005947	\$104,125.00
			Subtotal	\$208,250.00

05-95-93-930010-71000000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, DEVELOPMENTAL SERVICES (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017100	\$0.00
2025	102-500731	Contracts for program services	93017100	\$0.00
			Subtotal	\$0.00

05-95-93-930010-70160000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, ACQUIRED BRAIN DISORDER SERVIC (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93017016	\$0.00
2025	102-500731	Contracts for program services	93017016	\$0.00
			Subtotal	\$0.00

Attachment A
Financial Details

			Subtotal R9 Contract Funds	\$2,033,986.00
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Funding Amounts Shared by all AA Vendors as follows:

Contingency Funds for Transition of BDS System Redesign

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102 - 500731	Payments to Providers		\$750,000.00
2025	102 - 500731	Payments to Providers		\$250,000.00
			Subtotal	\$1,000,000.00
			Total Contract Funds w/ Contingency	\$3,033,986.00

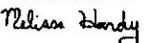
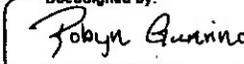
Subject: Area Agency (SS-2024-DLTSS-01-AREAA-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc.		1.4 Contractor Address One Forum Ct., Crosby Rd., Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7100 05-95-93-930010-3677 05-95-93-930010-3674 05-95-93-930010-5947	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$3,033,986
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Wayne Goss Date: 6/1/2023		1.12 Name and Title of Contractor Signatory Wayne Goss President	
1.13 State Agency Signature DocuSigned by:  Melissa Hardy Date: 6/1/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
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:  Robyn Quirino On: 6/5/2023			
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.

Contractor Initials DS
WG
Date 6/1/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 upon Governor and Council Approval ("Effective Date").

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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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
Area Agency**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must operate and maintain as a designated Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.
- 1.2. For the purposes of this Agreement, all references to:
 - 1.2.1. Days means calendar days, unless otherwise noted, excluding state and federal holidays.
 - 1.2.2. Business hours means Monday through Friday from 8:00 AM to 4:30 PM.
 - 1.2.3. State fiscal year (SFY) means July 1 through June 30.
 - 1.2.4. Federal fiscal year (FFY) means October 1 through September 30.

2. Scope of Work

- 2.1. The Contractor must provide services to individuals with a developmental disability (DD) and/or an acquired brain disorder (ABD) and their families, in order to promote the individual's personal development, independence, and quality of life, in accordance with state and federal regulations, laws and rules, as applicable, which include, but are not limited to:
 - 2.1.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;
 - 2.1.2. NH RSA 171-B, Involuntary Admission for Persons found Not Competent to Stand Trial;
 - 2.1.3. NH RSA 137-K, Brain and Spinal Cord Injuries;
 - 2.1.4. NH RSA 126-G, Family Support Services;
 - 2.1.5. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;
 - 2.1.6. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;
 - 2.1.7. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community, hereby referenced as He-M 310;
 - 2.1.8. NH Administrative Rule He-M 1001 Certification Standards for

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT B

- Developmental Services Community Residences, hereby referenced as He-M 1001;
- 2.1.9. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications, hereby referenced as He-M 1201;
 - 2.1.10. 1915(c) Home and Community Based Services Waivers;
 - 2.1.11. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C); and
 - 2.1.12. The NH Department of Health and Human Services (Department) procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.
- 2.2. The Contractor must accept applications from individuals, their guardians, or representatives, in the Contractor's region, seeking services for:
- 2.2.1. Developmental Disabilities (DD);
 - 2.2.2. Acquired Brain Disorder (ABD);
 - 2.2.3. In-home Support (IHS); or
 - 2.2.4. Family Centered Early Supports and Services (FCESS).
- 2.3. The Contractor must complete a comprehensive screening evaluation to determine if an individual is eligible for:
- 2.3.1. Developmental Disability Services in accordance with He-M 500, PART 503; or
 - 2.3.2. Acquired Brain Disorder Services in accordance with He-M 500, PART 522.
- 2.4. The Contractor must assist all individuals determined eligible with accessing and applying for community resources, services, and/or public programs available to them.
- 2.5. If the individual is determined eligible for developmental disability and/or acquired brain disorder services, the Contractor must submit a functional screen, on a template provided by the Department, to the Department for completion of the institutional Level of Care (LOC) for individuals who:
- 2.5.1. Are eligible and receiving Medicaid; and

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- 2.5.2. Are interested in receiving services through either the In-Home Support, Developmental Disabilities or the Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers.
- 2.6. The Contractor must provide access to services in the individual's service agreement (ISA) for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without prior Department approval.
- 2.7. The Contractor must provide information and assistance that enables individuals and their families to make informed decisions about their long-term services and supports.
- 2.8. The Contractor must network and partner with community organizations, with in an effort to support inclusive community life and leverage natural resources, services and supports.
- 2.9. The Contractor must enter and update the Department's Registry information, into NHEasy, for all individuals seeking access to 1915 (c) Waiver services within the next five (5) state fiscal years (SFY), in accordance with He-M 500, PART 503, Allocation of Funds. The Contractor must include appropriate services based on the functional screen, the ISA and SA and other service needs for eligible individuals, requesting, or likely to need 1915 (c) Waiver services. The Contractor must:
 - 2.9.1. Enter all required information into the Department's Registry to document those needs for services; as outlined by the Department; and
 - 2.9.2. Update individual's service or other data or information in the Department's Registry and NH Easy, as needed.
- 2.10. The Contractor must obtain approval from the Department prior to arranging for an out-of-state placement for any individual seeking services in accordance with the Department's Out of State policy.
- 2.11. The Contractor must provide Designated Area Agency Delivery System (DAADS) functions and services to individuals with a developmental disability and/or an acquired brain disorder as directed by the Department and in accordance with Table 1 - DAADS Functions, below:

TABLE 1 - DAADS FUNCTIONS		
ID	Category	Sub-function
RSA 171-A, He-M 503, He-M 524 and He-M 522 Intake for all Individuals		
A1	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete introductory meeting(s) to determine if He-M 503 or He-M 522 eligibility review will be pursued.

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A2	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete assessments and gather information from existing assessments. This function includes scheduling and facilitating all assessments needed for RSA 171- A and He-M 522 eligibility.
A3	RSA 171-A and He-M 522 Intake for all Individuals	Complete a clinical file review.
A4	RSA 171-A and He-M 522 Intake for all Individuals	Within 21 days of application, based on an individual's needs, provide preliminary recommendations for services in alignment with RSA 171-A and He-M 522.
A5	RSA 171-A and He-M 522 Intake for all Individuals	Offer consultation and support to current and prospective Medicaid beneficiaries.
A6	RSA 171-A Intake for all Individuals	Make RSA 171-A eligibility determinations of either "Yes," "No," or "Conditional."
A7	RSA 171-A and He-M 522 Intake for all Individuals	Manage cases of contested eligibility as applicable.
Service Eligibility and Access Support for individuals eligible under He-M 503 and/or He-M 522		
B1	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Inform the individual of service coordination options and direct the individual to choose a service coordinator; including sharing information when an individual changes service coordinators.
B2	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Contribute to ISA development for individuals receiving waiver services who are also receiving RSA 171-A and He-M 522 services.
B3	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	When an individual changes service coordination organizations, the area agency must support the individual's selection of a new service coordination organization and ensure there is no gap in service coordination.
B4	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Complete Medicaid financial eligibility applications including a discussion of HCBS waiver eligibility.
B5	Service Eligibility and Access Support for He-M 503 Individuals	Complete conditional eligibility reviews.
Information, Education, Referrals		
C1	Information, Education, Referrals	For individuals found eligible under RSA 171-A and He-M 522, provide objective information, advice and assistance that empowers people to make informed decisions about their long-term services and supports.

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C2	Information, Education, Referrals	Network with community organizations and groups with the goal of improving the community's understanding of the developmental disabilities service system. Community organizations and groups include but are not limited to local physician's offices, childcare resource and referral centers, family resource centers, early support and services programs, educational services, dental offices, CMHC's, pharmacies, diverse population outreach, and law enforcement entities.
Registry Management for all Waiver Eligible Individuals who Request Services		
D1	Registry Management for all Waiver Eligible Individuals who Request Services	For every eligible individual requesting, or likely to need, waiver services within 5 years, determine service needs and enter them into the Registry using the online database.
D2	Registry Management for all Waiver Eligible Individuals who Request Services	Review and update the registry as needed. This must include updates for service changes, date services needed, and projected start date.
D3	Registry Management for all Waiver Eligible Individuals who Request Services	For every individual requesting, or likely to need, waiver services within 12 months, complete the initial functional screen
Initiation of Waiver Services		
E1	Initiation of Waiver Services	After BDS approves Level of Care, submit service authorization for service coordination.
E2	Initiation of Waiver Services	Facilitate initial service coordination selection process by providing resources to select a service coordinator.
E3	Initiation of Waiver Services	For individuals that do not have a service coordinator, facilitate the initial SIS assessment process. This must include providing information for the participant and their family, completing scheduling, and ensuring that results are communicated.
Managing Transfers (Between Regions or Between Waivers)		
F1	Managing Transfers (Between Regions or Between Waivers)	Regional Transfer - Process incoming and outgoing transfers. Area agencies are responsible for ensuring that there is not a gap in service provision as a result of the transfer. If applicable, area agencies must prepare needed documentation, including making updates in existing IT systems.
F2	Managing Transfers (Between Regions or Between Waivers)	Waiver Transfer - Transition services from one waiver to another. This must include initiating the initial functional screen for new waiver.
Utilization and Quality Review		
G1	Utilization and Quality Review	Monitor timeliness and completion of annual service agreement renewals on a monthly basis.
G2*	Utilization and Quality Review	*Complete service audits. The main task of this work is to review and monitor waiver services to ensure compliance with state and federal requirements for a sample deemed adequate by CMS as reflected in the

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		approved waivers. BDS will distribute a list of files to be reviewed per waiver per area agency to ensure conflict free reviews. These reviews will include post payment reviews.
G3*	Utilization and Quality Review	*Develop (or procure) and facilitate training and education dissemination related to sentinel events and mortality trends as determined by BDS. Area agencies will be responsible for delivering at least one training per state fiscal year quarter.
G4	Utilization and Quality Review	Increase access to employment services as guided by trends identified by BDS. Participate in the employment leadership committee.
G5	Utilization and Quality Review	Coordinate and monitor the vendor network to support the needs of the area agency catchment region. This includes managing and overseeing submission of OOS service provision requests to BDS.
G6	Utilization and Quality Review	Actively monitor current open capacity with support of BDS data. Identify risk and solutions when full capacity approaches.
G7	Utilization and Quality Review	Promote the development of new vendors to reduce any gaps in capacity.
G8*	Utilization and Quality Review	*Report quarterly on service capacity to BDS to support vendor management based on bidirectional data sharing.
G9	Utilization and Quality Review	Communicate relevant system updates to providers, as needed. Provide education and training for service providers, including service coordinators, as needed.
G10*	Utilization and Quality Review	*Complete informal investigations at the request of BDS. These investigations do not include those pursuant to He-M 202. Examples include, but are not limited to a service concern, complaint or a grievance.
Critical Incident Management		
H1	Critical Incident Management	Collect quarterly restraint and seclusion data.
H2	Critical Incident Management	Finalize mortality reviews and submit to BDS. Finalization must include collecting additional information as needed.
H3	Critical Incident Management	Finalize sentinel event reports and submit to BDS. Finalization must include collecting additional information as needed.
H4*	Critical Incident Management	*Monitor follow up related to findings from formal complaint investigations. Ensure that all recommendations in OCLS complaint investigation reports, whether to the Area Agency or Service Providers, are implemented and documented.
H5	Critical Incident Management	Provide technical assistance to service coordinators when a service coordinator reaches out in advance of a potential crisis.

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H6	Critical Incident Management	Operate a 24/7 on-call structure that supports critical incident assistance.
H7	Critical Incident Management	Provide coordination, logistical support, and subject matter expertise in crisis mitigation situations. This includes supporting service coordinators to convene appropriate team members, providing input on next steps, and providing ongoing monitoring as the crisis deescalates.
H8	Critical Incident Management	Provide expedited intake supports to individuals that are in crisis but are not part of the developmental services system.
H9	Critical Incident Management	Facilitate strategy development and coordination meetings in collaboration with BDS when a provider closure is imminent that will have impact on service availability in an area agency's catchment region. This work will include convening with service coordinators and Department staff to assess the impact on service availability and to develop options for transfers and additional capacity development.
Human Rights Committee		
I1	Human Rights Committee	Maintain and facilitate a human rights committee.
I2	Human Rights Committee	Monitor and approve all behavior plans to ensure alignment with the individual service agreement. Evaluate the treatment and habilitation for all individuals presented to Human Rights Committee.
I3	Human Rights Committee	Monitor the use of restrictive or intrusive interventions.
I4	Human Rights Committee	Promote advocacy programs on behalf of individuals. At minimum, this must include providing two trainings per year on advocacy and individual rights. Each area agency must maintain and distribute a list of current advocacy groups within the catchment area.
Risk Management Committee (State and Local)		
J1	Risk Management Committee (State and Local)	Facilitate initiation of the risk management evaluation process.
J2	Risk Management Committee (State and Local)	Facilitate the identification of a clinical psychologist, licensed therapist, or behavior consultant with Intensive Treatment Services (ITS) expertise.
J3	Risk Management Committee (State and Local)	Receive and review risk management assessments completed by the local risk management committee (or equivalent). Submit relevant referrals for risk management plans to the State committee.
J4	Risk Management Committee (State and Local)	Participate in multi-regional meetings to identify and resolve common concerns with ITS programs.
J5	Risk Management Committee (State and Local)	Liaise with provider agencies to expand service delivery capacity.

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J6	Risk Management Committee (State and Local)	Monitor availability and capacity of qualified risk assessors and develop network capacity plans to improve availability.
J7	Risk Management Committee (State and Local)	Review comprehensive evaluations (comprehensive risk assessment and neuropsychological evaluations) and use evaluative takeaways to develop next steps.
J8	Risk Management Committee (State and Local)	Coordinate and facilitate Local Risk Management Committee at least monthly (or more frequently as needed). Review risk assessments, risk management plans and other instances with individuals in escalated situations to mitigate risk for AA and client/community.
J9	Risk Management Committee (State and Local)	Participate in Community of Practice meetings for Intensive Treatment Services.
J10	Risk Management Committee (State and Local)	Participate in the Statewide Risk Management Committee.
Health Risk Screening Tool (HRST) Support		
K1	HRST Support	Provide administrative support.
K2	HRST Support	Complete a clinical review for individuals with a score greater than or equal to three (3).
K3	HRST Support	Complete oversight of the frail and elderly list.
Guardianship		
L1	Guardianship	Provide representation and other supports for participants in cases of complex contested guardianship.
L2	Guardianship	Complete the request for the establishment of a public guardian if a service coordinator is not assigned.
Medication Administration		
M1	Medication Administration	Attend and participate in state medication committee meeting.
M2	Medication Administration	Review med error occurrence report and compile regional data.
M3	Medication Administration	Deliver training to providers about medication administration trends as determined by the State Medication Committee (and confirmed by BDS).
Surveys		
N1	Surveys	Disseminate and coordinate annual National Core Indicator satisfaction surveys, utilize data to identify trends.
N2	Surveys	Review survey results to identify areas of quality improvement.

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N3	Surveys	In partnership with BDS, distribute and review survey results to ensure continuous quality improvement for our comprehensive service delivery system.
Record Retention		
O1	Record Retention	For RSA 171:A applicants, document all information used to determine eligibility for services pursuant to He-M 503.05 and He-M 503.06, and He-M 522 inclusive of documentation of preliminary recommendations for services.
O2	Record Retention	Complete documentation to support the termination of services in accordance with He-M 503 and 522, in instances when the individual elects to revoke all services. This documentation must include a letter to the participant documenting the revocation of services and steps to pursue to reengage with the service system. This responsibility does not apply to single service terminations.

** Due to the transition of the Area Agency System, in order to ensure continued payment as detailed in Exhibit C, Payment Terms, Section 7, Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligibility, the Contractor must be in compliance with the items identified with an asterisk, no later than January 1, 2024, or at a later date, as agreed upon by the Department.*

3. Collaboration with Other Agencies and Systems

3.1. National Core Indicators

- 3.1.1. The Contractor must collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person.
- 3.1.2. The Contractor must assist with the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys as directed by the Department.

3.2. Community Mental Health Centers

- 3.2.1. The Contractor must enter into a Memorandum of Understanding (MOU) with the Community Mental Health Center (CMHC) that serves their local region to coordinate and facilitate processes that include:
 - 3.2.1.1. Enrolling individuals for services who are dually eligible for both organizations;
 - 3.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, and refer, link, and support transition plans for youth leaving children's services and entering into adult services identified during screening;

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- 3.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the Department, as implemented by the regional Area Agency;
 - 3.2.1.4. Participating in collaborative discharge planning meetings to assess individuals who are leaving New Hampshire Hospital (NHH) and/or Hampstead Hospital and Residential Treatment Facility (HRTF) to identify and re-engage individuals with both the CMHC and Area Agency representatives; and
 - 3.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM-5.
- 3.3. Regional Public Health Networks (RPHN)
- 3.3.1. The Contractor must collaborate with the RPHN that serves the region to facilitate and coordinate processes that enable collaboration for:
 - 3.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:
 - 3.3.1.1.1. Strategies to ensure public health information is communicated to the population served;
 - 3.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency;
 - 3.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population;
 - 3.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications;
 - 3.3.1.1.5. Strategies to coordinate with public health partners to conduct health screenings and identify

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medical, access, and functional needs, which may include but are not limited to needs related to:

- 3.3.1.1.5.1. Communication;
- 3.3.1.1.5.2. Maintaining health;
- 3.3.1.1.5.3. Independence;
- 3.3.1.1.5.4. Support;
- 3.3.1.1.5.5. Safety;
- 3.3.1.1.5.6. Self-determination; and
- 3.3.1.1.5.7. Transportation of individuals at response facilities.

- 3.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.
- 3.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

3.4. Employment Services Leadership Committee

- 3.4.1. The Contractor must provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518.
- 3.4.2. The Contractor must ensure the Area Agency Representative communicates activities with service coordinators, employment vendors, and providers to ensure that they are knowledgeable of current employment trends.

3.5. No Wrong Door System (NWD)

- 3.5.1. The Contractor must operate and maintain the Area Agency as a No Wrong Door (NWD) Partner, creating linkages for individuals seeking services and requiring intake, evaluation, and assessment as outlined in HE-M 503 and He-M 522.
- 3.5.2. The Contractor must participate as a Partner under the NHCarePath Model by operating as an information and referral Partner for individuals who may require or may benefit from Department's community Long-Term Supports and Services (LTSS) programming.

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- 3.5.3. The Contractor must ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:
 - 3.5.3.1. State Designated Aging and Disability Resource Center;
 - 3.5.3.2. Community Mental Health Centers; and
 - 3.5.3.3. The Department.
- 3.5.4. The Contractor must participate in up to two (2) State and up to four (4) regional meetings for NHCarePath annually.
- 3.5.5. The Contractor must support the NHCarePath Assessment process to provide referrals and linkage to necessary LTSS. The Contractor must monitor the referral process to ensure a transition to the appropriate agency when necessary.
- 3.5.6. The Contractor must support individuals and follow standardized guidelines established by NHCarePath for providing preliminary screening and referrals for LTSS.
- 3.5.7. The Contractor must utilize and distribute NHCarePath outreach, education, and awareness materials to potential users of NHCarePath.

4. File Reviews and Audits

4.1. Service File Reviews

- 4.1.1. The Contractor must conduct annual Service File Reviews of the 1915(c) Waivers, which include service and post payment reviews, as required by the Department to ensure:
 - 4.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.
 - 4.1.1.2. Required contact notes and/or progress notes are complete.
 - 4.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:
 - 4.1.1.3.1. Driving records.
 - 4.1.1.3.2. Background checks.
 - 4.1.1.3.3. Office of Inspector General (OIG) database checks.

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4.1.1.3.4. Training requirements.

4.1.1.3.5. Service agreements, required assessments, and agency oversight relative to service provision are in place.

4.2. Governance Audit

4.2.1. The Contractor must participate in an annual Governance Audit, conducted by the Department, to determine compliance with correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:

4.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.

4.2.1.2. Executive Director Qualifications.

4.2.1.3. Area and/or Strategic Plan development and ongoing assessment.

4.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.

4.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.

4.2.1.6. Communication strategy.

4.2.1.7. Quality assurance activities and training.

4.2.1.8. Subcontracting agreements.

4.2.1.9. Plan of correction from last redesignation or Governance Audit, if applicable.

4.2.1.10. Sentinel event policy and documentation.

4.2.1.11. Memorandum of Understanding (MOU) with the local CMHC.

4.2.1.12. Limited English Proficiency (LEP) policy.

4.2.1.13. Family Support Council (FSC) composition, policies and procedures per He-M 519.05.

4.2.1.14. Formal agreement between the Contractor and the FSC per He-M 519.05(c)(4).

4.2.1.15. Family Support Coordinator and/or Director job description and resume(s) per He-M 519.06.

4.3. Redesignation Review

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- 4.3.1. The Contractor must participate in a Redesignation Review as required and in accordance with He-M 500, Part 505, Redesignation.
- 4.3.2. The Contractor must schedule time for the Department to present information to Contractor's Board of Directors relative to areas that include, but are not limited to:
 - 4.3.2.1. Compliance with reporting requirements per this contract.
 - 4.3.2.2. Governance Audit.
 - 4.3.2.3. Financial Condition with five (5)-year trend analysis.
 - 4.3.2.4. Compliance with Family Centered Early Supports and Service Requirements, in accordance with He-M 510.
 - 4.3.2.5. Compliance with the provision and billing of CMS approved Medicaid Administrative claims
 - 4.3.2.6. Compliance with billing and documentation for services not directly billed to Medicaid.
 - 4.3.2.7. Compliance with Medication Administration and Healthcare Coordination requirements.
 - 4.3.2.8. Compliance with conducting Service File Audits.
 - 4.3.2.9. Summary of stakeholder engagement during the redesignation process.
 - 4.3.2.10. Plan of correction from last redesignation, if applicable.

5. Risk Assessment Funding for Service Planning

- 5.1. The Contractor must coordinate risk assessments and risk management plans related to funding for service planning.

6. Family-Centered Early Supports and Services

- 6.1. The Contractor must provide high-quality Family Centered Early Supports and Services (FCESS) in accordance with:
 - 6.1.1. New Hampshire Administrative Rule He-M 500, Part 510, Family Centered Early Supports and Services, herein referred to as He-M 500, Part 510;
 - 6.1.2. The U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III, Infants and Toddlers with Disabilities (Part C); and

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- 6.1.3. FCESS current guidance documents, as provided and updated by the Department.
- 6.2. The Contractor must accept referrals from individuals seeking FCESS in accordance with He-M 500 PART 510.
- 6.3. The Contractor must conduct a multidisciplinary evaluation to determine a child's eligibility for FCESS in accordance with He-M 500 PART 510.
- 6.4. The Contractor must ensure services for each child and their family are individualized, family centered and provided to all eligible children in accordance with their Individualized Family Support Plan (IFSP) as determined by the IFSP Team in accordance with He-M 500, Part He-M 510.07 (c).
- 6.5. The Contractor must ensure each child's IFSP is updated annually.
- 6.6. The Contractor must ensure that children found eligible for FCESS and their families are provided with access to Family Support, as needed, in accordance with He-M 519.
- 6.7. The Contractor must ensure FCESS are provided within the following required timeframes:
- 6.7.1. No more than 45 days between receipt of referral and signed Individualized Family Support Plan (IFSP); and
- 6.7.2. All services start no later than the projected start date agreed upon by the IFSP team, which includes the family, and documented in the IFSP.
- 6.8. The Contractor must collaborate with external professionals, as needed, to meet each child's needs as identified in the IFSP.
- 6.9. The Contractor must provide services in each child's natural environment as defined by OSEP and He-M 510.
- 6.10. The Contractor must collect all FCESS required information in a Department approved format. The Contractor must:
- 6.10.1. Ensure all FCESS data is accurate and documented at a minimum of every 30 days; and
- 6.10.2. Provide additional data to the Department as requested by the Department.
- 6.11. The Contractor must ensure FCESS program staff comply with current professional development standards as defined by the Department's monitoring process and written guidance. The Contractor must ensure all FCESS program staff:

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- 6.11.1. Complete the following trainings within one (1) year of their date of hire:
 - 6.11.1.1. Orientation program;
 - 6.11.1.2. Culturally Competent services; and
 - 6.11.1.3. Adult Learning Strategies.
 - 6.11.2. Have current individualized professional development plans, which are updated annually.
 - 6.11.3. Have training in procedural safeguards annually.
 - 6.11.4. Maintain licensure or certification as appropriate for their professional discipline.
 - 6.12. The Contractor must ensure that Service Coordinators and Service Providers, who provide direct services to children and families, are up to date on best- and evidence-informed practices.
 - 6.13. The Contractor must ensure FCESS training funds are equitably distributed across all FCESS programs within their region.
 - 6.14. The Contractor must submit necessary information as part of the Department's annual FCESS Program Monitoring to verify utilization of training funds, as requested by the Department.
- 7. Family Support Council and Non-Medicaid Respite**
- 7.1. The Contractor must provide family support and respite services as defined by and in accordance with:
 - 7.1.1. He-M 500, Part 519, Family Support Services; and
 - 7.1.2. He-M 500, Part 513, Respite Services.
 - 7.2. The Contractor must provide a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner.
 - 7.3. The Contractor must collect information related to Family Support and non-Medicaid Respite Services, including, but not limited to:
 - 7.3.1. Unduplicated number of families served.
 - 7.3.2. Unduplicated number of families provided with respite services.
 - 7.3.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.

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- 7.4. The Contractor must adhere to the Principles of Family Support Practice as identified in the National Family Support Network, Standards of Quality for Family Strengthening & Support, which include:
- 7.4.1. Staff and families work together in relationships based on equality and respect;
 - 7.4.2. Staff enhances families' capacity to support the growth and development of all family members - adults, youth, and children;
 - 7.4.3. Families are resources to their own members, to other families, to programs, and to communities;
 - 7.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society;
 - 7.4.5. Programs are embedded in their communities and contribute to the community-building process;
 - 7.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served;
 - 7.4.7. Practitioners work with families to mobilize formal and informal resources to support family development;
 - 7.4.8. Programs are flexible and continually responsive to emerging family and community issues; and
 - 7.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.
- 7.5. The Contractor must employ at least one (1) full-time Family Support Coordinator in accordance with He-M 519.06. The Contractor must ensure:
- 7.5.1. The Family Support Coordinator performs all duties in their job description including, at a minimum, those identified in He-M 519.06(c)(1-8).
 - 7.5.2. All family support staff perform all requirements including, but not limited to those identified in He-M 519.06(d).
- 7.6. The Contractor must collaborate with and promote networking and community building with other systems of family support including, but not limited:
- 7.6.1. Bureau of Family Centered Services (BFCS) Health Care Coordination.
 - 7.6.2. Family Resource Centers.
 - 7.6.3. Child Care and Early Learning Environments.

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- 7.6.4. Other community agencies in the region.
 - 7.7. The Contractor must provide the Regional Family Support Council with funding, referred to as "Family Support Council funds," from this Contract for the purposes of providing funding for supports and services for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.04(c) and as detailed in Exhibit C, Payment Terms.
 - 7.8. The Contractor must ensure the distribution of Family Support Council funds, following approval by the Family Support Council.
 - 7.9. The Contractor must ensure that Family Support Council funds are used for the purposes outlined in He-M 519 (c).
- 8. Council Support**
- 8.1. The Contractor must provide administrative support to the following Councils:
 - 8.1.1. The Council for Youths with Chronic Conditions (CYCC);
 - 8.1.2. The Developmental Services Quality Council; and
 - 8.1.3. The Autism Council.
 - 8.2. The Contractor must ensure administrative support includes, but is not limited to:
 - 8.2.1. Meeting scheduling and facilitation.
 - 8.2.2. Recording of minutes taking.
 - 8.2.3. Distribution and maintenance of minutes.
 - 8.3. The Contractor must employ the equivalent of one full-time employee to provide administrative support to the Councils listed above.
 - 8.4. The Contractor must develop a Memorandum of Understanding (MOU) with each council that outlines the roles and responsibilities of each party, agreed to and signed by each party.
 - 8.5. The Contractor must ensure payment for Council Support is in accordance with Exhibit C, Payment Terms, Section 8, Council Support.
- 9. Reporting**
- 9.1. The Contractor must enter all service activity, for individuals over the age of three (3) years, into the Department-approved database once per month, at a minimum. The Contractor must ensure data includes:
 - 9.1.1. Complete intake processing;

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- 9.1.2. A functional screen for a Level of Care (LOC) assessment for application for Waiver services;
- 9.1.3. Dates and types of Waiver services requested;
- 9.1.4. Indication of when an individual received services, if services are non-billable; and
- 9.1.5. Accurate and non-duplicative data.
- 9.1.6. Other information as requested and required by the Department.
- 9.2. The Contractor must notify the Department within 30 calendar days after an individual exits the service delivery system. The Contractor must ensure notification includes, but is not limited to:
 - 9.2.1. Name of the individual.
 - 9.2.2. Last date that the individual received services.
 - 9.2.3. Services made available to the individual.
 - 9.2.4. Services actually provided to the individual.
 - 9.2.5. Reasons the individual has exited the service delivery system.
- 9.3. The Contractor must participate in meetings with the Department, as requested by the Department, with advance notice of at least one (1) business day.
- 9.4. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the Department's satisfaction, required monthly compliance reports.
- 9.5. DAADS Reporting
 - 9.5.1. The Contractor must complete and submit monthly DAADS information to the Department as directed by the Department.
- 9.6. Family Support Services and non-Medicaid Respite Services Reporting
 - 9.6.1. The Contractor must submit monthly Family Support and Respite information to the Department, in a format approved by the Department, that includes, but is not limited to:
 - 9.6.1.1. Unduplicated number of families served.
 - 9.6.1.2. Unduplicated number of families provided with non-Medicaid respite services.
 - 9.6.1.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.

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9.6.2. The Contractor must provide the Department with aggregate, non-identifiable data relative to Family Support Services and Respite Services.

9.6.3. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

9.7. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

10. Performance Measures

10.1. Contract performance will be measured through the review of monthly reports, required audits, performance reviews, as applicable, and regularly scheduled meetings with the Department to evaluate the quality and efficacy of services provided to individuals with a developmental disability and/or an acquired brain disorder which promote the individual's personal development, independence, and quality of life.

10.2. Performance Measures specific to Family Support Services and Respite Services

10.2.1. The Contractor shall identify a baseline number of families able to access respite when needed; in SFY 2024 and increase this percentage in SFY 2025.

10.2.2. The Contractor must ensure 75% of families report satisfaction with family support services, when completing an annual satisfaction survey.

11. Background Checks

11.1. The Contractor must complete criminal background checks for all staff engaged in supporting this contract as well as Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks for all staff working directly with individuals, prior to the staff beginning work, in accordance with New Hampshire Administrative Rule He-M 500; as directed by any federal or state laws, additional background checks may be required.

11.2. The Contractor must provide an attestation to the Department, within 60 days of the contract effective date, that states all contract workforce members engaged in this contract have successfully passed their criminal background

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check and Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks and that if it is discovered a Contractor workforce member is no longer eligible to engage in contract support based upon the background checks requirement they will immediately remove that individual from providing services under this Agreement and inform the Department.

12. Continuity of Operations Planning (COOP)

- 12.1. Contractor must provide the Department with a digital Continuity of Operations Plan (COOP) draft for the Department's review and approval. The COOP must demonstrate that the Contractor can continue their responsibilities under this Agreement during a wide range of emergencies (how it will proceed during an emergency). The Contractor must work with the Department to mitigate any gaps it identifies within the draft COOP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the COOP as needed or at the request of the Department throughout the term of this Contract.

13. Disaster Recovery Plan

- 13.1. Contractor must provide the Department with a digital Disaster Recovery Plan (DRP) draft for the Department's review and approval. The DRP must describe the measures the Contractor takes in response to an event that requires the DRP to be enacted, and return to safe, normal operations as quickly as possible. The Contractor must work with the Department to mitigate any gaps it identifies within the draft DRP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the DRP as needed or at the request of the Department throughout the term of this Contract.

14. Privacy Impact Assessment

- 14.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 14.1.1. How PII is gathered and stored;
- 14.1.2. Who will have access to PII;
- 14.1.3. How PII will be used in the system;

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14.1.4. How individual consent will be achieved and revoked; and

14.1.5. Privacy practices.

14.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

15. State Owned Devices, Systems and Network Usage

15.1. If the Contractor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfillment of this Agreement, the Contractor must:

15.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

15.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;

15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

15.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

15.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;

15.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used

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for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

- 15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 15.1.9. Agree when utilizing the Department's email system:
- 15.1.10. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
- 15.1.11. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 15.1.12. Ensure the following confidentiality notice is embedded underneath the signature line:
- 15.1.13. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately, delete this electronic message and any attachments from your system, and do not share any information viewed with anyone. Thank you for your cooperation."
- 15.1.14. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 15.1.15. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 15.1.16. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.
- 15.1.17. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 15.1.18. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

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15.1.19. Notify the State a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately

16. Website and Social Media

- 16.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 16.2. The Contractor agrees that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

17. Contract End-of-Life Transition Services

17.1. General Requirements

- 17.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 17.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such

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Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 17.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created utilizing state funds (people or money) to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 17.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 17.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 17.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

17.2. Completion of Transition Services

- 17.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

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17.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

17.3. Disagreement over Transition Services Results

17.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

18. Maintenance of Fiscal Integrity

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet.

18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis.

18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis.

18.1.3.3. Cash Flow Statement.

18.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

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- 18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 18.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 18.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 18.3.2. Current Ratio:
- 18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 18.3.2.2. Formula: Total current assets divided by total current liabilities.
- 18.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 18.3.3. Debt Service Coverage Ratio:
- 18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 18.3.3.2. Definition: The ratio of net income to the year to date debt service.
- 18.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).
- 18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 18.3.4. Net Assets to Total Assets:

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- 18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 18.3.4.4. Source of Data: The Contractor's monthly financial statements.
 - 18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 18.4. In the event that the Contractor does not meet either:
- 18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or
 - 18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then
 - 18.4.3. The Contractor must:
 - 18.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or
 - 18.4.3.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.
- 18.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:
- 18.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.
- 18.6. The Contractor must inform the Department by phone and by email within five (5) calendar days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

19. Exhibits Incorporated

SS-2024-DLTSS-01-AREAA-02
Behavioral Health & Developmental
Services of Strafford County, Inc.

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Contractor Initials 
Date 6/1/2023

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

20. Additional Terms

20.1. Impacts Resulting from Court Orders or Legislative Changes

20.1.1. 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.

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

20.2.1. The Contractor must submit, within 45 days of the Agreement 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.

20.3. Credits and Copyright Ownership

20.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

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- 20.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 20.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 20.3.3.1. Brochures.
 - 20.3.3.2. Resource directories.
 - 20.3.3.3. Protocols or guidelines.
 - 20.3.3.4. Posters.
 - 20.3.3.5. Reports.
- 20.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 20.4. Operation of Facilities: Compliance with Laws and Regulations
 - 20.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

21. Records

- 21.1. The Contractor must keep records that include, but are not limited to:
 - 21.1.1. 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.
 - 21.1.2. All records must be maintained in accordance with accounting

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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.

- 21.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 21.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains 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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Payment Terms

1. This Agreement is funded by:
 - 1.1. 10.30% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services.CFDA #84.181A. FAIN# H181A200127.
 - 1.2. 89.70% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Funds must be used in accordance with the provisions of the specified CFDA numbers, above.
4. **Billing for Services Covered Under Medicaid**
 - 4.1. The parties acknowledge that the Contractor must bill certain Medicaid qualified services, described in this Agreement, through the Department-approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
 - 4.2. Medicaid funding is separate and apart from the funding sources provided under this Agreement, as stated in Section 1, above, in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate Department approvals, according to Federal and State laws, rules, or regulations.
 - 4.3. During the transition period towards full compliance with direct bill requirements, in order to ensure access to services, the Contractor with Department approval, may continue to bill for Medicaid qualified services for those organizations that may not be fully enrolled as a provider. The Contractor shall pass the claim amounts received for Medicaid qualified services, less a Department approved fee, to the provider. Supporting documentation of the pass through disbursement may be requested at the discretion of the Department.
5. **Payment Terms Respective to Area Agency Services**
 - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibits C-1 SFY24 Regional FCESS Training Budget through C-14 SFY25, Council Support Budget.
 - 5.2. Services under this section include:
 - 5.2.1. Regional FCESS Training;

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- 5.2.1.1. The Contractor agrees that Family Centered Early Supports and Services (FCESS) training funds are equitably distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B, Scope of Services, Section 6, Family Centered Early Supports and Services.
- 5.2.1.2. The Contractor agrees utilization of funds will be verified as a part of annual FCESS program monitoring.
- 5.2.2. FCESS State Early Intervention and Federal Part C Funding:
- 5.2.2.1. The Contractor must ensure private insurance, local and state funds, are billed in accordance with He-M 500, Part 510.14, Utilization of Public and Private Insurance. Part C federal funds follow Medicaid in accordance with CFR §303.510 Payor of Last Resort.
- 5.2.2.2. The Contractor must ensure Part C federal funds are used only for direct services in accordance with CFR §303.510 and under the following conditions:
- 5.2.2.2.1. Services are determined necessary for a specific infant or toddler with a disability; and
- 5.2.2.2.2. Services are not covered by any other Federal, State, local, or private source.
- 5.2.2.3. The Contractor must identify other local funds to support the FCESS program and services provided to infants and toddlers, including, but not limited to:
- 5.2.2.3.1. Grant opportunities.
- 5.2.2.3.2. Fundraising opportunities and activities.
- 5.2.2.3.3. Donations.
- 5.2.2.4. In addition to the items outlined above, the Contractor's invoice shall be net any other revenue received towards the services billed in fulfillment of FCESS State Early Intervention and Federal Part C Funding aspect of this agreement.
- 5.2.3. Family Centered Early Supports and Services; and
- 5.2.3.1. The Contractor must ensure Family Centered Early Supports and Services (FCESS) Supplemental Services Funding (SSF) is distributed across all programs to assure each local program has revenue to supplement

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increased cost of services identified in Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.

5.2.3.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.

5.2.4. Family Support Council and Non-Medicaid Respite

5.2.4.1. The Contractor must ensure approved supports and services are provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 7, Family Support Council and Non-Medicaid Respite.

5.2.4.2. Allowable uses of Family Support Council funds are limited to direct support to families, in accordance with He-M 519.04 and 519.06, which include the following:

5.2.4.2.1. Assistance related to crisis intervention/stabilization;

5.2.4.2.2. Family networking events held by the council;

5.2.4.2.3. Costs associated with families' attendance at Family Support Council meetings such as parent stipends and refreshments;

5.2.4.2.4. Respite care not covered by Medicaid;

5.2.4.2.5. Environmental modifications;

5.2.4.2.6. Inclusive social and recreational opportunities for the individual;

5.2.4.2.7. Families' participation in conferences and workshops as requested;

5.2.4.2.8. Financial assistance provided that is related to supporting a family to care of an individual member in the family home; and

5.2.4.2.9. Family Support Coordinator salary or a portion thereof.

5.3. Payment Methodology for Services that are paid for with State General Funds and not for Services outlined in Section 5.2, of this Exhibit C:

5.3.1. Services meeting this criteria include, but are not limited to:

5.3.1.1. Family Support Case Management Staff salaries and fringe benefits.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 5.3.1.2. Travel costs associated with attending monthly Family Support Coordinators meetings with the Department
 - 5.3.1.3. Training and conference attendance of family support staff.
 - 5.3.1.4. Costs associated with networking and community building with other systems of family support.
 - 5.3.1.5. Background checks for family support staff.
 - 5.3.1.6. Costs associated with producing materials such as brochures, resource directories and posters that promote services.
 - 5.3.1.7. Client services/expenses not covered by Medicaid, including, but not limited to:
 - 5.3.1.7.1. Evaluations.
 - 5.3.1.7.2. Emergency medications.
 - 5.3.1.7.3. Assessments.
 - 5.3.1.8. Other expenses agreed to by the Department via the pre-approval process outlined in Section 5.4.
- 5.4. The Contractor will be eligible to receive payments to address other costs in the fulfillment of this agreement at the Department's discretion. The Contractor must obtain pre-approval for the expenses via a form of submission satisfactory to the Department with applicable justifications.
- 5.5. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period:
- 5.5.1. Until the Contractor submits programmatic and financial reports identified in Exhibit B to the Department's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports must be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
 - 5.5.2. Until the Contractor submits, to the Department's satisfaction, a plan of action to correct material findings noted in a Department Financial Review, in Exhibit B, Section 18.
 - 5.5.3. If routine Department monitoring, a Quality Assurance Survey, a Program Certification Review, or Department Financial Reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Correction Action Plan(s) or to the Department's satisfaction.

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**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 5.6. The Contractor must submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State-funded or Medicaid-funded individuals, in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department. The Contractor must ensure reports include:
- 5.6.1. Program volume and outcome data;
 - 5.6.2. Individual demographic data;
 - 5.6.3. Individual funding data;
 - 5.6.4. Individual clinical data;
 - 5.6.5. Needs data;
 - 5.6.6. Program plan data; and
 - 5.6.7. Individual activity data.
- 5.7. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:
- 5.7.1. One (1) budget that specifies expenses for the period from July 1, 2023 through June 30, 2024, as follows:
 - 5.7.1.1. Exhibit C-1, SFY24 FCESS Training Budget;
 - 5.7.1.2. Exhibit C-2, SFY24 FCESS EI Programming Budget;
 - 5.7.1.3. Exhibit C-3, SFY24 Part C Funding Budget;
 - 5.7.1.4. Exhibit C-4, SFY24 FCESS Supplemental Services Budget;
 - 5.7.1.5. Exhibit C-5, SFY24 Family Support Council and Non-Medicaid Respite Budget; and
 - 5.7.1.6. Exhibit C-6, SFY24 General Funds Budget.
 - 5.7.1.7. Exhibit C-7, SFY 24 Council Support Budget.
- 5.8. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:
- 5.8.1. One (1) budget that specifies expenses for the period from July 1, 2024 through June 30, 2025, as follows:
 - 5.8.1.1. Exhibit C-8, SFY25 FCESS Training Budget;

**New Hampshire Department of Health and Human Services
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EXHIBIT C

- 5.8.1.2. Exhibit C-9, SFY25 FCESS EI Programming Budget;
 - 5.8.1.3. Exhibit C-10, SFY25 Part C Funding Budget;
 - 5.8.1.4. Exhibit C-11, SFY25 FCESS Supplemental Services Budget;
 - 5.8.1.5. Exhibit C-12, SFY25 Family Support Council and Non-Medicaid Respite Budget; and
 - 5.8.1.6. Exhibit C-13, SFY25 General Funds Budget.
 - 5.8.1.7. Exhibit C-14, SFY 25 Council Support Budget.
- 5.9. The Department shall not make payments to the Contractor without an approved, associated budget, as detailed in Sections 5.7 and 5.8 above.
- 5.10. The Contractor must submit an invoice for the services identified in Section 5.2, with supporting documentation to the Department no later than the 15th working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:
- 5.10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.10.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DHHS.BDSINVOICES@dhhs.nh.gov or mailed to:

BDS Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

- 5.11. The Department shall make payments to the Contractor within 30 days of approval of the submitted invoice and if sufficient funds are available.

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New Hampshire Department of Health and Human Services
Area Agency

EXHIBIT C

5.12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

6. Contingency Shared Funds Pool

6.1. The statewide total price limitation among all 10 Area Agency Agreements to assist AA's during the BDS transition period is \$750,000 in SFY 24 and \$250,000 in SFY 25. No maximum or minimum funding amount per Contractor is guaranteed and funding will be disbursed on a first-come/first-served basis considering Department approvals.

6.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:

6.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or

6.2.2. Agency-operational issues related to the organizational change due to the direct bill transition.

6.2.3. Depending on the request, the Department may require a business plan, at its sole discretion.

6.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.8 above.

7. Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligibility:

7.1. The Contractor must complete the tasks, described in Exhibit B, and as governed by He-M 505, required to get reimbursed for the DAADS; and Intake & Eligibility through the Department approved system.

7.2. The Contractor must be in compliance with items identified with an asterisk in Exhibit B, Section 2, Scope of Work, Subsection 2.11, Table 1 – DAADS Functions, no later than January 1, 2024 or at a later date, as agreed upon by the Department.

7.3. Designated Area Agency Delivery System (DAADS):

7.3.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, for individuals who are BDS 1915 (c) Waiver (Waiver) eligible and receiving a monthly Waiver service, as outlined in each of the BDS 1915 (c) Approved Waivers.

**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

- 7.3.2. The Contractor must provide documentation to the Department, as requested, to support the provision of DAADS functions.
- 7.3.3. The Contractor will receive one (1) DAADS payment per Waiver individual receiving a waiver service in a calendar month.
- 7.3.4. The Contractor will not receive a DAADS payment if a Waiver individual's Medicaid is down in a calendar month.
- 7.3.5. The Contractor will not receive a DAADS payment if an individual does not receive a Waiver service in a calendar month.

7.4. Intake & Eligibility:

- 7.4.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, related to intake and eligibility, for individuals accessing Area Agency (AA)'s for services, and have been found RSA 171-A or He-M 522 Eligible or Conditionally Eligible to receive AA Services.
- 7.4.2. The Contractor must submit, to the Department, a list of individuals who have been found RSA 171-A or He-M 522 eligible or conditionally eligible to receive AA services.
- 7.4.3. The Contractor will receive one (1) Eligibility Medicaid payment per individual's lifetime.
- 7.4.4. The Contractor agrees billings shall occur on at least a monthly basis and shall follow a process determined by the Department.

8. Council Support

8.1. Payment for Council Support, detailed in Section 8 of Exhibit B, shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Table 1, Council Support, below, and the approved line items as specified in Exhibit C-7 SFY24, Council Support Budget and Exhibit C-14 SFY25, Council Support Budget.

Table 1 – Council Support		
Purpose	Total Annual Cost per Fiscal Year	Comments
Council on Youth with Chronic Conditions, DD and ABD Quality Council, Autism Council	\$104,215	This rate includes the cost for the position and related travel costs. Food costs for these three councils is included in this rate.

8.2. The Contractor must submit an invoice with supporting documentation to the Department as outlined in 5.10 above.

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**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

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 noncompliance with any Federal or State law, rule, or regulation applicable to the service provided, or if the said services 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 must email an annual audit to dhhs.act@dhhs.nh.gov 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 dhhs.act@dhhs.nh.gov 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.
- 11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 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.
- 11.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the

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**New Hampshire Department of Health and Human Services
Area Agency**

EXHIBIT C

Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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**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



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.

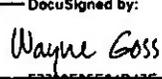
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name: Community Partners

6/1/2023

Date

DocuSigned by:

 Name: Wayne Goss
 Title: President

Vendor Initials 
 Date 6/1/2023



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Community Partners

6/1/2023

Date

DocuSigned by:

Wayne Goss

Name: Wayne Goss

Title: President

Exhibit E – Certification Regarding Lobbying

Vendor Initials WG
Date 6/1/2023



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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Community Partners

6/1/2023

Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

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**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: Community Partners

6/1/2023

Date

DocuSigned by:

Wayne Goss

Name: Wayne Goss

Title: President

Exhibit G

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

Contractor Initials

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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: Community Partners

6/1/2023

Date

DocuSigned by:

Wayne Goss

Name: Wayne Goss

Title: President

DS
WG

Contractor Initials

Date 6/1/2023



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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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



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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Date 6/1/2023



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 6/1/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Melissa Hardy

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative

Director, DLTSS

Title of Authorized Representative

6/1/2023

Date

Community Partners

Name of the Contractor

Wayne Goss

Signature of Authorized Representative

Wayne Goss

Name of Authorized Representative

President

Title of Authorized Representative

6/1/2023

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: Community Partners

6/1/2023

Date

DocuSigned by:

Wayne Goss
Name: Wayne Goss
Title: President

Contractor Initials WG
Date 6/1/2023



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.

- The UEI (SAM.gov) number for your entity is: F6H7M3LQKZP4
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

- 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:

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

Name: _____	Amount: _____

Contractor Initials DS
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Date 6/1/2023

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 non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.
4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



6. "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 Data.
7. "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.
8. "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.
9. "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.
10. "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.
11. "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 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. Omitted.
4. The Contractor agrees that Confidential 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 Confidential 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 Confidential 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 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 Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential 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 Confidential Data 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 Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.
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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.
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 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or 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 Confidential Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable Confidential 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, and in all cases, such Confidential 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

- A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.
- B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:
1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.
 4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

DS
WG

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
 10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.
- C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

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, David M. Scanlan, 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 62273

Certificate Number: 0006194241



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006237659



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gary Gletow, 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 May 23rd, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

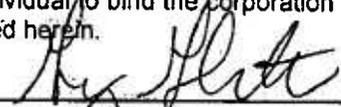
VOTED: That Wayne Goss, President (may list more than one person)
(Name and Title of Contract Signatory)

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 was **valid thirty (30) days prior to and 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: 5/26/23



Signature of Elected Officer
Name: Gary Gletow
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2022

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: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hanover Ins Group	
INSURER B : Granite State Health Care and Human Services Self-I	
INSURER C : Philadelphia Indemnity Ins Co 18058	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 All w/D&O 23-24 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 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			ZDV-J217764-00	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AWWJ207949-00	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHVJ207889-00	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20220000545 (3a.) NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			PHSD1754200	11/01/2022	11/01/2023	Limit \$5,000,000 Deductible \$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

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



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.

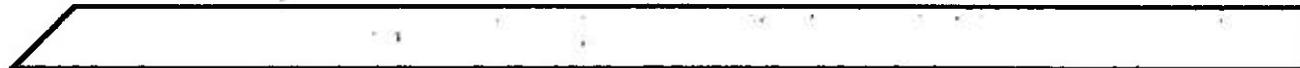
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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, 2022 and 2021

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

Opinion

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, 2022 and 2021, 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.

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, 2022 and 2021, 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.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 3

Report on 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 consolidating 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 consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2022

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

Consolidated Statements of Financial Position

June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Cash and cash equivalents	\$ 9,709,578	\$ 6,897,442
Restricted cash	112,619	112,592
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	591,137	299,756
Prepaid expenses	286,650	460,431
Property and equipment, net	<u>2,512,205</u>	<u>2,492,164</u>
 Total assets	 <u>\$15,347,637</u>	 <u>\$13,059,759</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,105,943	\$ 2,055,823
Paycheck Protection Program (PPP) funding	-	3,375,000
Estimated third-party liabilities	1,757,667	1,206,028
Operating lease payable	120,634	98,894
Loan fund	89,656	89,629
Notes payable	<u>459,039</u>	<u>553,729</u>
 Total liabilities	 <u>4,532,939</u>	 <u>7,379,103</u>
Net assets		
Without donor restrictions	10,742,284	5,600,644
With donor restrictions	<u>72,414</u>	<u>80,012</u>
 Total net assets	 <u>10,814,698</u>	 <u>5,680,656</u>
 Total liabilities and net assets	 <u>\$15,347,637</u>	 <u>\$13,059,759</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, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$38,225,994	\$34,521,525
Medicare revenue	318,134	304,321
Client resources	2,165,275	2,081,203
Contract revenue	3,684,935	3,014,955
Grant income	3,516,082	2,369,938
Interest income	17,435	21,309
Other program revenue	-	44,650
Public support	3,507,647	125,308
Other revenue	<u>113,459</u>	<u>921,198</u>
Total public support and revenue	51,548,961	43,404,407
Net assets released from restrictions	<u>30,932</u>	<u>59,689</u>
Total public support, revenue, and releases	<u>51,579,893</u>	<u>43,464,096</u>
Expenses		
Program services		
Case management	1,197,952	1,107,522
Day programs and community support	4,790,969	4,770,513
Early support services and youth and family	4,786,014	4,555,661
Family support	639,592	646,820
Residential services	17,572,714	14,833,402
Consolidated services	5,270,513	4,621,721
Adult services	3,065,530	2,601,108
Emergency services	856,877	679,164
Other	<u>4,206,251</u>	<u>4,279,398</u>
Total program expenses	42,386,412	38,095,309
Supporting services		
General management	<u>4,051,841</u>	<u>3,786,813</u>
Total expenses	<u>46,438,253</u>	<u>41,882,122</u>
Change in net assets without donor restrictions	<u>5,141,640</u>	<u>1,581,974</u>
Changes in net assets with donor restrictions		
Grants and contributions	23,334	37,953
Net assets released from restrictions	<u>(30,932)</u>	<u>(59,689)</u>
Change in net assets with donor restrictions	<u>(7,598)</u>	<u>(21,736)</u>
Change in net assets	5,134,042	1,560,238
Net assets, beginning of year	<u>5,680,656</u>	<u>4,120,418</u>
Net assets, end of year	<u>\$10,814,698</u>	<u>\$ 5,680,656</u>

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBIA COMMUNITY PARTNERS AND SUBSIDIARIES
 Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions
 Year Ended June 30, 2022

	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												
Medical revenue	\$ 862,564	\$ 3,706,450	\$ 4,867,194	\$ 326,431	\$ 18,494,071	\$ 5,755,000	\$ 3,526,640	\$ 87,032	\$ 500,492	\$ 30,225,994	\$ -	\$ 30,225,994
Medicare revenue		42,089				34,328	204,109		71,936	318,134		318,134
Client resources	41,040	46,110	528,533		1,218,738	183,803	103,870	1,147	103,870	2,165,275		2,165,275
Contract revenue	61,711	406,321	405,242	77,610	63,849	46,470	31,390	611,075	1,841,094	3,544,692	140,243	3,684,935
Grant income	25,124	199,059	183,983	36,863	1,311,457	87,050	161,415	9,584	1,444,526	3,459,081	57,021	3,516,082
Interest income		5							7	12	17,423	17,435
Public support	6,543	428	2,904		2,195	4,173	880	1,109	131,875	182,482	3,376,087	3,558,579
Other revenue	2,073	12,132	9,151	573	32,024	7,589	35,672		7,475	107,796	5,081	113,459
Total public support and revenue	999,861	4,412,992	5,994,007	455,173	21,123,134	5,925,270	4,154,019	720,527	4,189,075	47,983,458	3,596,435	51,579,893
Expenses												
Salary and wages	664,451	2,290,639	3,027,009	160,392	1,559,376	1,872,846	2,213,256	372,611	2,298,390	14,465,972	2,622,748	17,088,720
Employee benefits	146,252	901,201	529,744	35,485	336,238	116,874	1,411	53,242	627,878	2,451,323	429,617	2,880,940
Payroll taxes	51,865	195,807	227,544	13,150	121,551	155,454	124,095	28,277	203,053	1,131,790	188,223	1,320,019
Contracted substitute staff		50								50		50
Client treatment services	108,522	623,292	124,688	319,748	5,826,655	2,874,566	194,353	149,550	36,417	10,108,411	60	10,108,471
Professional fees and consultants	30,160	58,440	223,955	13,758	9,296,327	16,043	72,822		150,159	9,298,327	206,134	9,999,560
Subcontractors				166	2,895	901	16,500	6,683	14,243	65,611	65,004	150,615
Staff development and training		8,122	104,000		38,242		74,131	7,287	93,593	418,307	18,841	436,848
Rent		1,327	865		16,169	340	82	10	13,407	18,849	1,891	21,740
Utilities		6,844	45,702		22,087	2,182	20,974	1,575	33,430	148,154	15,840	163,994
Building maintenance and repairs		21,000	43,878		32,087	5,220	62,884	2,089	62,884	347,320	30,178	381,498
Other occupancy costs		28,018	105,448		22,636	5,133	34,452	4,765	54,531	286,760	30,980	317,740
Other		15,154	66,374		32,803	5,581	40,419	52,082	91,762	383,218	168,634	549,852
Building and housing		1,874	5,944		8,984	504	4,507	426	9,547	42,447	4,577	46,824
Client consumables		12,703	12,703		25,515	33,774	2,159	1,040	35,336	115,064	528	116,192
Medical		2,223	4,452		2,139	583	2,207	736	3,532	19,599	3,732	23,331
Equipment maintenance		118,039	118,039		55,828	12,842	90,987	16,064	100,278	573,534	84,312	657,846
Depreciation		19,415	42,225		40,572	8,458	9,236	1,861	47,099	249,619	24,502	274,121
Advertising		50				478	50		100	729	155	884
Printing		4	14				33	2	106	159	48	207
Telephone and communications		22,111	54,607		18,234	6,228	41,145	6,820	50,245	273,179	57,544	330,763
Postage and shipping		796	4,457		1,825	378	2,867	608	7,268	21,313	2,850	24,163
Transportation		6,639	15,618		29,989	97,308	8,238	140,277	21,802	439,473	18,746	458,219
Assistance to individuals		29,577	82,077		16,879	47,876	6,066	478	31,567	271,689	2,197	273,886
Insurance		9,307	45,948		28,457	5,735	38,688	5,675	36,300	259,906	48,100	308,006
Membership dues		1,297				103			120,023	124,326	3,390	127,616
Other		11	4,883		13	14	1,151	13	28,670	48,341	69	48,410
Total expenses	1,197,992	4,790,969	4,786,014	629,592	17,572,714	5,270,513	3,085,530	856,877	4,208,251	42,386,412	4,051,841	46,438,253
Change in net assets without restrictions	\$ (198,291)	\$ (378,327)	\$ 1,207,993	\$ (184,419)	\$ 3,550,420	\$ 694,757	\$ 1,080,489	\$ (136,329)	\$ (17,178)	\$ 5,997,046	\$ (455,409)	\$ 5,141,640

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBA COMMUNITY PARTNERS AND SUBSIDIARIES
Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions
Year Ended June 30, 2021

	Case Management	Day Programs and Community Support	Early Support Services and Family	Family Support	Residential Services	Consulted Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medical revenue	\$ 954,139	\$ 3,382,590	\$ 4,875,562	\$ 311,181	\$ 15,680,299	\$ 4,805,508	\$ 3,951,142	\$ 68,790	\$ 485,346	\$ 34,521,525	\$ -	\$ 34,521,525
Medicaid revenue		28,678	471				227,248		47,924	304,321		304,321
Client resources	37,866	42,000	488,541		1,156,381	31,884	171,019	60,333	81,372	2,061,203		2,061,203
Contract revenue	70,549	241,753	505,581	78,179	48,003	48,470	10,720	2,178,818	1,871,051	2,888,734	128,721	3,014,955
Grant income	23,933	280,067	121,507	42,551	80,096	14,955	84,571	5,138	1,680,864	2,317,270	52,868	2,389,938
Interest income		4							9	13	21,286	21,309
Other program revenue		34,850	800							35,650	9,000	44,650
Public support	7,458	2,839	3,444	12,658	723	187	2,204		151,673	181,164	3,833	184,997
Other revenue		73,580	35,700	150	585,388	77,480	52,950	4,850	27,048	858,877	84,321	943,198
Total public support and revenue	1,087,943	4,086,381	6,031,806	442,701	17,555,290	4,978,182	4,489,854	356,527	4,152,293	43,184,757	278,339	43,463,096
Expenses												
Salaries and wages	673,174	2,117,089	2,820,188	207,012	14,206,816	1,883,181	1,944,434	243,799	2,228,893	13,464,506	2,488,842	15,953,348
Employee benefits	156,905	550,078	570,984	50,448	3,321,913	140,243	50,478	46,338	659,640	2,588,088	449,439	3,037,546
Payroll taxes	52,290	180,300	223,454	18,332	1,111,773	157,380	88,348	18,377	203,168	1,051,425	176,956	1,228,381
Contracted substitute staff		1,620	3,138							6,866		6,866
Other contract services	18,503	578,112	109,468	280,278	5,083,469	2,188,873	153,980		7,775	8,379,318	148,939	8,528,257
Professional fees and consultants	32,823	60,588	317,958	8,328	51,629	18,844	54,842	328,671	178,672	7,836,058		7,843,926
Subcontractors		317,958			7,511,181	6,819				83,914		83,914
Start development and training		7,270	14,188		2,683	4,29	10,313	5,337		35,208		35,208
Rent	1,661	2,302	99,994	263	37,289	478	419	16	11,132	113,699	2,352	116,041
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	72,381	7,168	1,507	145,627	19,255	164,882
Building maintenance and repairs	18,790	77,778	40,075	2,628	31,171	4,282	20,849	4,564	29,968	156,565	19,829	176,394
Other occupancy costs	6,334	67,465	34,801	1,009	10,774	1,812	23,667	1,067	94,301	294,503	30,531	325,034
Office	15,033	109,209	133,022	3,009	45,032	6,509	44,018	4,878	81,142	214,822	3,285	218,107
Building and housing	2,833	18,807	8,084	649	5,842	1,340	4,896	558	21,683	451,953	106,382	558,335
Client consumables	529	13,537	3,082	4,161	22,332	28,114	2,056	100	52,175	65,892	9,108	75,000
Medical	69	743	618	13	347	52	740	103	4,873	127,008	995	127,704
Equipment maintenance	101,380	101,380	104,781	5,432	37,252	10,290	63,673	2,202	55,218	413,301	101,352	514,653
Depreciation	19,443	85,842	48,299	4,166	37,267	6,584	13,402	1,558	47,822	264,183	35,224	299,407
Advertising		15	46						23	190	668	786
Printing	80		185			6,338	487	5	1,238	1,990	300	2,290
Telephone and communications	24,842	54,932	51,532	4,034	12,678	328	38,610	424	48,304	246,608	63,790	310,398
Postage and shipping	817	4,536	4,135	173	1,540	348	3,344	544	10,222	26,898	2,863	28,662
Transportation	1,038	97,858	4,838	286	42,567	89,088	8,408	50	20,533	248,467	4,125	248,592
Assistance to individuals	32,260	52,289	4,020	73,464	3,332	78,008	2,854	294	34,982	288,091	3,848	294,939
Insurance	8,188	80,097	45,020	1,889	28,492	3,837	38,529	3,535	43,572	281,959	43,416	304,955
Membership dues	51	729	2,567	11	96	22	4,227	31	120,796	128,673	3,575	132,248
Other	71	7,239			524					115,333		115,333
Total expenses	1,407,522	4,770,513	4,555,981	668,820	14,833,402	4,871,721	2,801,108	679,164	4,278,596	38,095,399	3,786,813	41,882,212
(Decrease) increase in net assets without restrictions	\$ (329,579)	\$ (704,132)	\$ 1,475,845	\$ (226,119)	\$ 2,721,888	\$ 354,461	\$ 1,688,746	\$ (222,637)	\$ (121,105)	\$ 5,088,448	\$ (3,507,474)	\$ 1,580,974

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, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ 5,134,042	\$ 1,560,238
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	284,121	299,387
PPP funding	(3,375,000)	-
Forgiveness of note payable	-	(50,000)
Change in operating assets and liabilities		
Accounts receivable, net	661,926	(704,649)
Grants receivable	(291,381)	292,184
Prepaid expenses	173,781	24,836
Accounts payable and accrued expenses	50,120	(786,732)
Estimated third-party liabilities	551,639	174,459
Operating lease payable	21,740	26,664
Loan fund	<u>27</u>	<u>67</u>
Net cash provided by operating activities	<u>3,211,015</u>	<u>836,454</u>
Cash flows from investing activities		
Acquisition of property and equipment	<u>(304,162)</u>	<u>(559,924)</u>
Cash flows from financing activities		
Proceeds from notes payable	58,013	-
Principal payments on notes payable	<u>(152,703)</u>	<u>(180,307)</u>
Net cash used by financing activities	<u>(94,690)</u>	<u>(180,307)</u>
Net increase in cash and restricted cash	2,812,163	96,223
Cash and restricted cash, beginning of year	<u>7,010,034</u>	<u>6,913,811</u>
Cash and restricted cash, end of year	<u>\$ 9,822,197</u>	<u>\$ 7,010,034</u>
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	\$ 9,709,578	\$ 6,897,442
Restricted cash	<u>112,619</u>	<u>112,592</u>
	<u>\$ 9,822,197</u>	<u>\$ 7,010,034</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, 2022 and 2021

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 statements of functional revenue and expenses without donor restrictions 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>2022</u>	<u>2021</u>
Funds received	\$ 123,977	\$ 115,694
Funds disbursed	<u>60,857</u>	<u>104,438</u>
	<u>\$ 63,120</u>	<u>\$ 11,256</u>

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

Funds received	\$ 822,515
Funds disbursed	<u>520,995</u>
	<u>\$ 301,520</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, 2022 and 2021

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.

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 consolidated statements of activities.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, 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 restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from 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.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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, 2022 and 2021.

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.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. 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. Accounts receivable, net amounted to \$2,135,448; \$2,797,374; and \$2,092,725 as of June 30, 2022, 2021 and 2020, 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 depreciate 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

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Accounting Standards Update (ASU) No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Estimated Third-Party Liabilities

The Organization's estimated third-party liabilities 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, Provider Relief Fund (PRF) administered by the U.S. Department of Health and Human Services (HHS), and certain pass-through funds. Estimated third-party liabilities amounted to \$1,757,667; \$1,206,028; and \$1,031,569 as of June 30, 2022, 2021 and 2020, respectively.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

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 lines of credit as disclosed in Note 5.

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 2022 and 2021.

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>2022</u>	<u>2021</u>
Cash and cash equivalents, excluding net assets with donor restrictions	\$ 9,637,164	\$ 6,817,430
Accounts receivable, net	2,135,448	2,797,374
Grants receivable	<u>591,137</u>	<u>299,756</u>
Financial assets available to meet general expenditures within one year	<u>\$12,363,749</u>	<u>\$ 9,914,560</u>

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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, 2022 and 2021, the Organization held cash totaling \$89,656 and \$89,629, 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, 2022 and 2021, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2022</u>	<u>2021</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,597,708	2,492,167
Vehicles	985,997	912,500
Equipment and furniture	<u>2,947,629</u>	<u>2,947,629</u>
	8,750,227	8,571,189
Less accumulated depreciation	<u>6,238,022</u>	<u>6,079,025</u>
	<u>\$ 2,512,205</u>	<u>\$ 2,492,164</u>

5. Lines 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 1% over the bank's stated index, which was 5.00% at June 30, 2022. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2022 and 2021, there was no outstanding balance on the revolving 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 5.75% at June 30, 2022. The line of credit has a maturity date of February 28, 2027. At June 30, 2022 and 2021, there was no outstanding balance on the equipment line of credit.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

6. Notes Payable

Notes payable consisted of the following:

	<u>2022</u>	<u>2021</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).	\$ 2,248	\$ 49,863
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%. The note payable was paid off in full in July 2021.		3,480
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.	65,265	81,167
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 through February 2023; the note bears interest at 4.50%; collateralized by all assets.	6,668	35,292
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.	87,146	106,282
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.	220,410	246,907
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	23,373	30,738
Note payable to a bank, payable in monthly installments totaling \$989, including interest at 6.89%, through November 2027; collateralized by a certain vehicle.	<u>53,929</u>	<u>-</u>
	<u>\$ 459,039</u>	<u>\$ 553,729</u>

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

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

2023	\$ 87,910
2024	83,039
2025	85,079
2026	76,793
2027	59,602
Thereafter	<u>66,616</u>
	<u>\$ 459,039</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 July 2023 through March 2033. Total rent expense charged to operations was \$436,853 in 2022 and \$449,882 in 2021.

Future minimum operating lease payments are as follows:

2023	\$ 480,901
2024	434,358
2025	308,117
2026	293,105
2027	296,217
Thereafter	<u>1,625,731</u>
	<u>\$ 3,438,429</u>

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

Approximately 74% and 80% of public support and revenue of the Organization was derived from Medicaid for the years ended June 30, 2022 and 2021, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Accounts receivable due from Medicaid were as follows:

	<u>2022</u>	<u>2021</u>
Developmental Services	\$ 1,404,357	\$ 2,486,349
Behavioral Health Services	<u>106,926</u>	<u>69,254</u>
	<u>\$ 1,511,283</u>	<u>\$ 2,555,603</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. Management expects the contract to be renewed in 2023 under similar terms.

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 2026.

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 2022 and 2021, 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, 2022 were \$412,193 and during the year ended June 30, 2021 were \$429,191. The total expense for the year ended June 30, 2022 for the Developmental Services division was \$243,650, and for the Behavioral Health Services division was \$168,543. The total expense for the year ended June 30, 2021 for the Developmental Services division was \$255,221, and for the Behavioral Health Services division was \$173,970.

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, 2022, which is the date that the consolidated financial statements were available to be issued.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

11. Uncertainty and Relief Funding

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 and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 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. The U.S. government has enacted three statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding. Management has evaluated the impact of the CARES Act, CRRSAA and ARPA on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained \$3,375,000 under the CARES Act PPP funding. The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven are to be repaid within 5 years at a 1% interest rate. During 2022, the Organization received notification of full forgiveness from the Small Business Administration (SBA) and is included in public support in the consolidated statement of activities. The loan forgiveness is subject to audit from the SBA for six years from the date of forgiveness.

The CARES Act also established the Provider Relief Funds (PRF) to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by HHS. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. During the years ended June 30, 2022 and 2021, the Organization received Phase 4 of PRF in the amount of \$54,950 and Phase 2 of PRF in the amount of \$635,707, respectively.

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

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

During the year ended June 30, 2021, management believed the Organization had met the conditions necessary to recognize a portion of Phase 2 PRF included in grant income in the consolidated statement of activities in the amount of \$271,086. The remaining PRF of \$364,621 were included in estimated third-party liability in the consolidated statement of financial position at June 30, 2021. During the year ended June 30, 2022, management believed the Organization had met the conditions necessary to recognize the remaining amount of Phase 2 PRF and the conditions of Phase 4 PRF. As a result, \$419,571 of PRF is included in grant income in the consolidated statement of activities. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$825,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are included in other revenue in the consolidated statement of activities for the year ended June 30, 2021.

During 2022, the Organization was awarded emergency grant funding under the ARPA and the funds were passed through the State of New Hampshire in the amount of \$2,025,855 for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of \$1,526,018 which is included in grant income in the consolidated statement of activities. The remaining \$499,837 of ARPA funds are included in estimated third-party liability in the consolidated statement of financial position at June 30, 2022. The Organization has until fiscal year 2024 to spend the remaining ARPA funds.

SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2022 and 2021

	2022					2021						
	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	\$ 6,835,073	\$ 2,521,565	\$ 1,420	\$ 301,520	\$ -	\$ 9,709,578	\$ 5,011,376	\$ 1,646,324	\$ 1,342	\$ 238,400	\$ -	\$ 6,897,442
Restricted cash	112,619	-	-	-	-	112,619	112,592	-	-	-	-	112,592
Accounts receivable, net	1,628,241	2,849,312	61	-	(2,342,166)	2,135,448	2,576,048	1,637,484	63	-	(1,416,221)	2,787,374
Grants receivable	45,834	645,303	-	-	-	691,137	51,958	247,798	-	-	-	299,756
Prepaid expenses	161,433	125,217	-	-	-	286,650	250,113	210,318	-	-	-	460,431
Interest in net assets of subsidiaries	299,692	-	-	-	(299,692)	-	236,500	-	-	-	(236,500)	-
Property and equipment, net	2,149,363	362,842	-	-	-	2,512,205	2,164,294	327,870	-	-	-	2,492,164
Total assets	\$ 11,282,255	\$ 6,404,239	\$ 1,481	\$ 301,520	\$ (2,641,858)	\$ 15,347,637	\$ 10,402,881	\$ 4,069,794	\$ 1,405	\$ 238,400	\$ (1,652,721)	\$ 13,059,759
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 4,342,617	\$ 102,184	\$ 3,308	\$ -	\$ (2,342,166)	\$ 2,105,943	\$ 3,248,417	\$ 220,322	\$ 3,305	\$ -	\$ (1,416,221)	\$ 2,055,823
PPP funding	-	-	-	-	-	-	3,375,000	-	-	-	-	3,375,000
Estimated third-party liabilities	944,032	813,635	-	-	-	1,757,667	973,551	232,477	-	-	-	1,206,028
Operating lease payable	29,869	80,765	-	-	-	120,634	24,486	74,408	-	-	-	98,894
Loan fund	89,656	-	-	-	-	89,656	89,629	-	-	-	-	89,629
Notes payable	459,039	-	-	-	-	459,039	550,249	3,480	-	-	-	553,729
Total liabilities	5,865,213	1,006,584	3,308	-	(2,342,166)	4,532,939	8,261,332	500,687	3,305	-	(1,416,221)	7,379,103
Net assets (deficit)												
Without donor restrictions	5,417,042	5,397,655	(1,827)	229,106	(299,692)	10,742,284	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644
With donor restrictions	-	-	-	72,414	-	72,414	-	-	-	80,012	-	80,012
Total net assets (deficit)	5,417,042	5,397,655	(1,827)	301,520	(299,692)	10,814,698	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,680,656
Total liabilities and net assets (deficit)	\$ 11,282,255	\$ 6,404,239	\$ 1,481	\$ 301,520	\$ (2,641,858)	\$ 15,347,637	\$ 10,402,881	\$ 4,069,794	\$ 1,405	\$ 238,400	\$ (1,652,721)	\$ 13,059,759

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

Consolidating Statements of Activities

Years Ended June 30, 2022 and 2021

	2022					2021						
	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	\$ 30,094,814	\$ 8,131,180	\$ -	\$ -	\$ -	\$ 38,225,994	\$ 26,121,805	\$ 8,399,720	\$ -	\$ -	\$ -	\$ 34,521,525
Medicare revenue	-	318,134	-	-	-	318,134	-	304,321	-	-	-	304,321
Client resources	1,481,359	703,916	-	-	-	2,185,275	1,504,575	576,628	-	-	-	2,081,203
Contract revenue	2,222,052	1,482,883	-	-	-	3,684,935	2,006,387	1,008,568	-	-	-	3,014,955
Grant income	1,830,416	1,685,666	-	-	-	3,516,082	711,348	1,658,580	-	-	-	2,369,928
Interest income	12,241	5,194	-	-	-	17,435	15,435	5,874	-	-	-	21,309
Other program income	-	-	-	-	-	-	44,650	-	-	-	-	44,650
Public support	1,716,248	1,690,756	-	100,643	-	3,507,647	39,799	7,768	-	77,741	-	125,308
Other revenue	93,638	82,840	9,077	-	(72,196)	113,459	831,891	100,563	9,067	-	(20,323)	921,198
Total public support and revenue	37,430,768	14,080,669	9,077	100,643	(72,196)	51,548,961	31,275,890	12,062,032	9,067	77,741	(20,323)	43,404,407
Net assets released from restrictions	-	-	-	30,932	-	30,932	-	-	-	59,689	-	59,689
Total public support, revenues and releases	37,430,768	14,080,669	9,077	131,575	(72,196)	51,579,893	31,275,890	12,062,032	9,067	137,430	(20,323)	43,464,096
Expenses												
Program services												
Case management	1,197,952	-	-	-	-	1,197,952	1,107,522	-	-	-	-	1,107,522
Day programs and community support	3,498,685	1,292,284	-	-	-	4,790,969	3,757,624	1,012,689	-	-	-	4,770,313
Early support services and youth and family	1,749,931	3,036,083	-	-	-	4,786,014	1,847,423	2,708,238	-	-	-	4,555,661
Family support	639,592	-	-	-	-	639,592	646,820	-	-	-	-	646,820
Residential services	17,572,714	-	-	-	-	17,572,714	14,833,402	-	-	-	-	14,833,402
Consolidated services	5,270,513	-	-	-	-	5,270,513	4,621,721	-	-	-	-	4,621,721
Adult services	205,788	2,859,742	-	-	-	3,065,530	187,582	2,413,526	-	-	-	2,601,108
Emergency services	-	856,877	-	-	-	856,877	-	679,164	-	-	-	679,164
Other	1,704,623	2,440,771	9,004	60,857	(9,004)	4,206,251	1,831,867	2,343,093	9,004	104,438	(9,004)	4,279,398
Total program expenses	31,839,798	10,485,757	9,004	60,857	(9,004)	42,386,412	28,833,961	9,156,910	9,004	104,438	(9,004)	38,095,309
Supporting services												
General management	2,315,477	1,736,364	-	-	-	4,051,841	2,124,351	1,662,482	-	-	-	3,786,833
Total expenses	34,155,275	12,222,121	9,004	60,857	(9,004)	46,438,253	30,958,312	10,819,372	9,004	104,438	(9,004)	41,882,122
Change in net assets (deficit) without donor restrictions	3,275,493	1,858,548	73	70,718	(63,192)	5,141,640	317,578	1,242,660	63	32,992	(11,319)	1,581,974
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	23,334	-	23,334	-	-	-	37,953	-	37,953
Net assets released from restrictions	-	-	-	(30,932)	-	(30,932)	-	-	-	(59,689)	-	(59,689)
Change in net assets with donor restrictions	-	-	-	(7,598)	-	(7,598)	-	-	-	(21,736)	-	(21,736)
Change in net assets (deficit)	3,275,493	1,858,548	73	63,120	(63,192)	5,134,042	317,578	1,242,660	63	11,256	(11,319)	1,560,238
Net assets (deficit), beginning of year	2,141,649	3,539,107	(1,900)	236,490	(236,500)	5,680,656	1,823,971	2,298,447	(1,963)	227,144	(225,181)	4,120,418
Net assets (deficit), end of year	\$ 5,417,042	\$ 5,397,655	\$ (1,827)	\$ 301,520	\$ (299,692)	\$ 10,814,698	\$ 2,141,549	\$ 3,539,107	\$ (1,900)	\$ 238,400	\$ (236,500)	\$ 5,680,656



Community Partners BOARD OF DIRECTORS Effective November 2023-2024

PRESIDENT

Wayne Goss (C) (Joined 01/28/14)

TREASURER

Anthony Demers (Joined 1/20/15)

VICE PRESIDENT

Bryant Hardwick (Joined 02/22/11)

SECRETARY

Gary Gletow (Joined 10/23/18)

Ken Muske (Joined 03/05/02)	Ann Landry (Joined 08/23/05)	Kathleen Boisclair (Joined 09/25/12)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (C) (Joined 8/23/16)	Phillip Vancelette (C) (Joined 5/31/17)	Mark Santoski (C) (Joined 9/24/19)
Margaret Wallace(C) (Joined 9/24/19)	Danielle Pomeroy (Joined 12/14/21)	

(C) Consumers

Christopher D. Kozak

EXECUTIVE LEADERSHIP

Profile

Experienced non-profit executive providing leadership, vision, and direction to support infrastructure change in the rapidly changing environment faced by non-profit agencies. Possesses a comprehensive knowledge of the State of New Hampshire's Department of Health and Human Services operations, initiatives, and processes. Demonstrated commitment to ensuring the provision of exceptional services, support and care for clients and their families. Understands the importance of working with community partners for the betterment of all.

Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- Staff Development
- Fiscal Responsibility
- Strategic Planning
- Alternative Payment Methods
- Process and Quality Improvement
- Team Building
- Community Relations

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Executive Officer (5/22 – present)

Senior member of the leadership team with primary responsibility of overseeing the Behavioral Health Services Division.

Accomplishments

- Successful transition of leadership
- Received a Substance Abuse and Mental Health Service Administration (SAMHSA) grant to provide mental health awareness training over five years (approx. \$500,000)

State & Community Committees

- Voting member of the New Hampshire Community Behavioral Health Association
- Voting member of Community Support Network, Inc.
- CMHC Representative on the Mental Health & Addiction Services Committee
- Member of the Dover Police Departments Community Engagement Committee

Chief Operating Officer (4/12 – 5/22)

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

Accomplishments

- Introduced integrated health services via ProHealth SAMHSA Grant
- Brought on the Rockingham Service Link contract without disruption of service
- Collaboration with the Developmental Services COO for integrated services at Northam House and Bunker Lane
- Secured funding for several projects via Region 6 IDN (i.e., FOCUS App, Integrated care in primary care setting, financial support for licensure supervision, etc.)
- Mental health center lead in the launch of the statewide rapid response/mobile crisis response model

State & Community Committees

- Member of the Dover Police Departments Community Engagement Committee
- Mobile Crisis Response Steering Committee
- Strafford County Public Health Network Advisory Committee (current member and former Chair)
- Member of the Dover Mental Health Alliance

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – 2016

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 operating 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.

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.

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

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

Pamela S. Dushan

EDUCATION

M.A. - Counseling Psychology, 1980 - Assumption College, Worcester, MA

B.A. - Psychology, 1978 - Keene State College, Keene, NH; Deans List - 1977 & 1978

EXPERIENCE

Community Partners, Dover, NH, Developmental Services, April, 1985 - Current

- *Director of Case Management, 2000 - Current*
 - *Current Supervisory Responsibilities: Case Management Supervisor, Wait List Manager, Intake Coordinator, Consolidated Services Program Developer/Supervisor & Utilization Analyst*
 - *Other Supervisory Responsibilities during this time: Case Managers (8 - prior to hiring CM Supervisor), CM Program Assistant, Financial Benefits Planner*
 - *Assist in the determination of eligibility for individuals requesting services through Developmental Services (both DD & ABD) and the State delivery system.*
 - *Work closely w/Case Management Supervisor to develop & have oversight of the Case Management & Consolidated Services budgets.*
 - *Actively participate on the Community Partners Management Team.*
 - *Develop and work closely w/Case Management Supervisor & Consolidated Services Supervisor to implement policy & procedure in conjunction w/the Management Team.*
 - *Responsible for having ongoing communication w/as well as meeting w/Vendor Agency Management that contracts w/Community Partners.*
 - *Responsible for oversight of Client Waiting List for adults age 21 & over; work in conjunction w/Wait List Manager & Intake Coordinator.*
 - *Responsible of development & oversight of client budgets; work in conjunction w/CFO, Utilization Analyst, Director of Adult Services & Business office.*
 - *Responsible for daily monitoring off services specific to utilization & Medicaid Management.*
 - *Responsible for the oversight of the Community Care Waiver; specifically functional assessment completed by Case Management & Consolidated Services that begins the Medicaid Waiver process.*
- *Co-Director of Case Management, 1991-2000- Supervisory Responsibilities: Case Managers (5)*
- *Case Manager, 1985-1991*
 - *Responsible for providing case management services for a caseload of 25-30.*

- *Responsible for coordinating & assuring continuity of services.*
- *Responsible for assisting client's entry into the service delivery system & monitoring progress on an ongoing basis.*
- *Responsible for the development & implementation of the ISA & providing ongoing monitoring of progress.*
- *Responsible for assisting clients w/enrolling in Social Security, Medicaid, Medicare Part-D, MEAD and/or other benefit plans.*
- *Responsible for completing Monthly CM Activity Notes & Quarterly Satisfaction Surveys.*
- *Responsible for coordinating assessments/evaluations as needed.*
- *Engaged in advocacy activities on behalf of the client; included brokering & linking activities/generic services in order for integration to occur in their communities.*

Solomon Mental Health Center, Lowell, MA, MR Service, May, 1980 – April, 1985

- ***Program Specialist - March, 1984-April, 1985***
 - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
 - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
 - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
 - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
 - *Provided consultation services to agencies serving individuals with developmental disabilities.*
 - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*
- ***Case Manager/Counselor, May, 1980 – March, 1984***
 - *Provided counseling and case management services to individuals with developmental disabilities and their families:*
 - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
 - *Provided psychological testing to individuals receiving services at the Center.*
 - *Lead a weekly Mothers Support Group.*
 - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
 - *Provided weekly supervision for Lowell University student practicum.*
 - *Responsible for screening and intake of individuals referred for services.*
 - *Appointed to the Professional Advisory Committee.*
 - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

Cooperative Human Services, Inc., Worcester, MA., September-May, 1979-1980

- *Counselor/Intern*
 - *Provided counseling services to individuals with developmental disabilities in the Specialized Home Care and Staffed Apartment Programs.*
 - *Provided consultation services to other social service agencies within the local community.*
 - *Co-Lead weekly Support Group for Foster Parents.*
 - *Assessed perspective Foster Parents for the Adolescent Program associated with DYS through interviewing and training sessions.*

Camp Rappatak, Fryeburg, ME, , June-August, 1972-1979

- *Counselor*
 - *Bunk Counselor – responsible for girls ages 9-16 yrs.*
 - *Swimming, Waterskiing and Rowing Instructor – for girls ages 7-16 yrs.*
 - *Designed and directed Waterskiing Program – 1977.*
 - *Held position of Waterfront Director – 1978 & 1979.*
 - *Supervised 20 Waterfront Instructors – 1978 & 1979.*

Keene Recreation Department, Keene, NH, September-March, 1976-1977

- *Lifeguard*
 - *Lifeguard for children ages 9-16 yrs.*

SUZANNE V. IVERSON



EDUCATION

University of New Hampshire, Durham, NH, May 1990.

Masters of Education in Early Childhood-Special Needs, Early Developmental Specialist.

North Dakota State University, Fargo, ND, 1986.

Bachelor of Science in Child Development, Minor in Business Administration.

PROFESSIONAL EXPERIENCE

12/15 – present. **Program Director**, Community Partners Applied Behavioral Analysis (ABA) Program, Dover, NH. Developed and implemented, in collaboration with our BCBA, an ABA program designed to provide intensive services to children and teens with a diagnosis of autism.

11/10 – present. **Program Coordinator**, Community Partners Autism Pediatric Diagnostic Services Clinic, Dover, NH. Developed, implemented and conduct an interdisciplinary diagnostic evaluation clinic with a child psychiatrist and/or pediatrician and occupational therapist utilizing the Autism Diagnostic Observation Scales-2 for children 18 months to 36 months of age enrolled in the early supports and services program.

7/01 - present. **Program Director**, Community Partners Family-Centered Early Supports and Services Program (FCESS), Dover, NH. Providing program direction, financial management, data management oversight, and supervision and training of early intervention specialists (social worker, educators, occupational, physical and speech therapists) providing early intervention services to children birth to three and their families, and supervising and training autism paraprofessionals working intensely with children with an ASD and their family.

10/99-7/01. **Intake Coordinator**, Community Partners Family-Centered Early Supports and Services Program, Dover, NH. Responsible for the intake process for referrals of children from birth to age six into the FCESS program.

7/96 – 9/99. **Program Coordinator and Early Childhood Special Educator**, Air Force Services for Exceptional Children, Spangdahlem, Germany. Initiating the implementation of federally mandated Part H services to military dependents overseas on a interdisciplinary team. Providing staff in-service trainings and education regarding family centered care/assessments, developing IFSPs and Part H services. Providing transdisciplinary service delivery to children between the ages of birth and three and their families, facilitating family-focused play-based assessments, developing and facilitating integrated play groups, developing and implementing IFSPs, providing home and clinic based services, providing consultation to childcare providers and AFSEC team members. Responsible for the development of the Air Force Base's Interagency Coordinating Council (ICC), setting the agenda and facilitating monthly meetings. Participating on an interdisciplinary autism diagnostic team with developmental pediatrician, child psychologist or child psychiatrist, occupational and speech therapist.

8/93 - 5/96. **Early Childhood Special Educator**, Richie McFarland Children's Center, Stratham, NH.

9/89 - 7/93. **Early Childhood Special Educator**, United Developmental Services Early Intervention Program, Hanover, NH.

PROFESSIONAL ACTIVITIES

- o Member of the Community Partners Autism Committee a cross agency committee whose focus is to develop a system of care for individuals, and their families, with autism across the lifespan through all Community Partners programs.
- o Participated in on the design and implementation team to move the entire agency into an electronic health record and implemented an EHR into the early supports and services program.
- o Member of University of New Hampshire Department of Education's Early Childhood Special Education Assistive Technology Project Program Advisory Committee.
- o Team Leader for Strafford County Infant Mental Health Team, 2002-2012
- o Past Chair of Early Education and Intervention Network of New Hampshire's Training & Education Committee, 2003-2010.
- o Past President of Early Education and Intervention Network of New Hampshire 2004-2008.
- o Past member Early Education and Intervention Network of New Hampshire board of directors, 2001-2009.
- o Local and regional Preschool Technical Assistance Network team member.

PROFESSIONAL TRAININGS/CERTIFICATIONS

- o Early Start Denver Model advanced training by UC Davis MIND Institute trainers.
- o Opening to Door to Inclusion: 2013 National Early Childhood Inclusion Institute including advanced training in Assistive Technology in an early childhood setting.
- o Brains, Babies and Behavior, How understanding babies' brain development can help us shape interventions in the classroom to improve behavior by Amy Sommer, LICSW, Center for Early Relationship Support, Jewish Family Services of Great Boston.
- o Thinking Through Improvement (IT Kit).
- o Autism Diagnostic Observation Scale trained evaluator.
- o Zero to Three 25th National Training Institute, Connecting Science, Policy, and Practice.
- o Using Theraplay Techniques to Enhance Attachment and Increase Engagement by Elyn Schreiber, MA, LMHC.
- o Autism Summer Institute: Show me the Evidence presented by the Institute on Disability.
- o Attachment-Based Interventions: What work for parents and providers Amy Sommer, LICSW, Center for Early Relationship Support, Jewish Family Services of Great Boston.
- o Three day Introduction to Infant Mental Health: Issues and Practice by Anne Williams, PMH-CS, M.Ed. MAIMH.
- o Autism & The SCERTS Model: One-Day Introductory training and Two-Day Advanced Implementation training by Barry M Prizant, PhD, CCC/SLP & Amy Laurent, Ed.M., OTR/L from Childhood Communication Seminars, Inc.
- o Autism Inside Out: Gastrological and Nutritional Issues with Children with Autism by Dr. Timothy Buie, Pediatric Gastroenterologist & Patricia

Murray, R.D., M.Ed., L.D.

- o Adult/Child/Infant CPR certified.
- o Eight week Supervisor Training through Southern Interagency Training Collaborative.
- o Mindblindness: One day training by Simon Baron-Cohen, PhD, M.Phil.
- o Ages and Stages Questionnaire Train the Trainer.
- o Multiple day long trainings by Kathleen Quill, PhD on Building quality programs for students with autism, Autism, Social and communication intervention for children.

JESSICA LIEBERMAN LEWIS, MS, OTR/L



EMPLOYMENT AND EXPERIENCE:

Community Partners, Dover, New Hampshire (September 2021- Present) An organization dedicated to providing quality developmental and mental health services to meet the needs of families and individuals.

Role: Therapist within Early Supports and Services

Responsibilities:

- Assessment of children birth to three years of age utilizing the Infant Toddler Developmental Assessment, clinical observations and parent/caregiver interviews
- Treatment of children from birth to three years of age utilizing both clinical strategies and a parent coaching model to support infants and toddlers in achieving their caregiver's goals as well as helping connect them with resources within their community.

The Moore Center, Manchester, New Hampshire (November 2017- September 2021) An organization that serves individuals with intellectual, developmental, and personal challenges by creating opportunities for a good life.

Role: Therapist within Family Centered Early Supports and Services

Responsibilities:

- Assessment of children from birth to three years of age utilizing the Hawaii Early Learning Profile, clinical observations and parent/caregiver interviews
- Treatment of children from birth to three years of age utilizing a parent-coaching model that assists families by improving their capacity to read and respond to their children's non-verbal cues and connecting them to relevant community resources to promote independence and optimize daily living

OTA The Koomar Center, Newton, Massachusetts (December 2010- November 2017). An outpatient clinic that focuses on sensory integration and the treatment of developmental delays.

Role: Therapist and Oral Motor/Feeding Coordinator

Responsibilities:

- Assessment of clients from infancy through adulthood. Tools utilized included: Sensory Integration and Praxis Test, Miller Assessment for Preschoolers, Bruininks-Oseretsky Test of Motor Proficiency, Movement Assessment Battery for Children, Sensory Processing Measure, Test of Sensory Functioning in Infants, Ayres Clinical Observations, SCAN-3 C: Tests for Auditory Processing Disorders in Children, the Listening Test
- Treatment of clients with sensory processing concerns. Caseload included eighteen clients per week ranging from fifteen months to thirteen years of age. Diagnosis of clients include Autism Spectrum Disorders, Fragile X Syndrome, Downs Syndrome, Mood Disorder, Attachment Disorder, Developmental Delay, and Avoidant Restrictive Food Intake Disorder. Treatment sessions focused on improving sensory processing and motor skills, including gross, fine, and oral motor skills. The work involved the development of extensive sensory diets, attendance at individualized education plan meetings, classroom visits, and home visits.
- Oral Motor/Feeding Coordinator. Supervised the delivery of therapy services, the development of continuing education programs and materials, and the training of other therapists.

Certifications:

- Sensory Integration and Praxis Test (SIPT)
- Integrated Listening Systems (iLs)
- Therapeutic Listening (TL)

Sample continuing education courses developed and taught:

- Thinking Outside of the Box: Strategies to Help the Picky Eater, January 2014 (Evening Lecture co-developed with Allison Andrews, PsyD)
- Why the Picky Eater is Picky, July 2014 (Webinar)
- Supporting the Selective Eater, January 2015 (Webinar)
- The SMILE (Sensory, Motor, Integrated approach, Led by the individual, accounting for Emotional considerations) Approach to Mealtime Success: Assessment and Treatment of Selective Eaters, March 2015 (One-day Live Course co-developed with Lori Goodrich, OTR/L C/NDT)

Sample continuing education courses attended:

- SOS Approach to Feeding, July 2011
- Clinical Assessment and Practical Interventions for Praxis, September 2011
- MORE: Integrating the Mouth with Sensory and Postural Function, November 2011
- Therapeutic Listening, January 2012
- iLs Combined Practitioner and Advanced Training Courses, May-June 2012

- Connective Tissue: So Much More than Fascia, October 2012
- *SIPT*, August 2012- March 2013
- Eyesight to Insight, September 2013
- Advanced Training for Assessment and Intervention for Praxis, November 2013
- Using Nutrition to Improve the Biochemistry of Development, Learning, and Mood, June 2014
- CranialSacral Therapy 1, April 2015
- CranialSacral Therapy 2, October 2016
- SomatoEmotional Release 1, November 2017
- Introductory Training on Addiction and Recovery, April 2018
- Early Start Denver Model, June 2019
- Supporting Children of the Opioid Epidemic, January-June 2021
- DIR Floortime Level 1, January-February 2022

Outside the Lines, LLC, Lee, NH (October 2015 – November 2017). A provider of occupational therapy services in clinical, school and home settings.

Role: Therapist providing school-based services within the Triton Regional School District at both the middle and high school in Byfield, Massachusetts.

Responsibilities:

- Assessment of children identified as being at risk or potentially in need of occupational therapy services within the school setting. Assessment tools utilized included Bruininks-Oseretsky Test of Motor Proficiency, Adolescent/Adult Sensory Profile, clinical observations and teacher/staff interviews.
- Development and provision of Individualized Education Plans in collaboration with school staff, families and students. Students supported included individuals with Traumatic Brain Injuries, Cerebral Palsy, Muscular Dystrophy, genetic conditions, and Autism Spectrum Disorder

Virginia Treatment Center for Children, Richmond, Virginia (October 2009 - December 2010). Working as an occupational therapist with children ages three to seventeen years old with both physical and psychosocial disabilities. Caseload included generally ten children in acute psychological distress with diagnoses including bipolar disorder, mood disorders, schizophrenia, developmental delay, autism spectrum disorders and oppositional defiant disorder. Evaluations were completed examining all areas of occupations using the Developmental Test of Visual Perceptual Skills, Sensory Profile, Quick Neurological Screening Test and other analytical tools based on child's need. Interventions were diverse including implementation of sensory diets, modification of individualized education plans and instruction of independent living skills.

Manor Care Imperial, Richmond, Virginia (October 2009 - December 2010). Working per diem in sub acute physical dysfunction rehabilitation and skilled nursing facility. Population and caseload varied, but evaluations and interventions completed as necessary based on client needs.

EDUCATION:

UNIVERSITY OF NEW HAMPSHIRE, Durham, New Hampshire
B.S. in Occupational Therapy, graduated *cum laude* (2008)
M.S. in Occupational Therapy, (2009)

Kristina M. Elliott

OBJECTIVE

To obtain the Director of Family Support Coordinator position at Community Partners. Obtaining this position will allow me to provide support to families by assisting families in accessing agency and community based resources, continuing to build relationships, collaborating with and educating outside agencies and partners on the services Family Support/Community Partners delivers as well as providing oversight to the Family Support team.

EDUCATION

- University of New Hampshire, Durham, NH** May 2018
Master of Social Work
- Advanced Standing
- University of New Hampshire, Durham, NH** May 2013
Bachelor of Science in Social Work and Minor in Disability Studies
- GPA: 3.7
 - Student representative for Social Work Field Advisory Council
 - Member of Phi Alpha Honors Society and Relay for Life
- Great Bay Community College, Portsmouth, NH** August 2010
Candidate for Associates Degree in Liberal Arts

LICENSURE

- State of NH Board of Mental Health Practice** Expected April 2022
Licensed Independent Clinical Social Worker

PROFESSIONAL EXPERIENCE

- Payson Center for Cancer Care, Concord, NH** May 2018 - Present
Oncology Social Worker
- Provide supportive resources (within Concord Hospital network and community) to meet the psychosocial needs of patients and caregivers
 - Collaborate with interdisciplinary oncology team members
 - Assist patients in applying for financial grants and coordinate transportation to and from treatment
 - Staff/participate in community events benefiting the Payson Center: Market Days, Rock 'N Race, Cancer Survivors Day
- Payson Center for Cancer Care, Concord, NH** June 2017 – May 2018
Graduate Student Intern
- Provided supportive resources to meet the psychosocial needs of patients and caregivers
 - Collaborated with interdisciplinary oncology team members
 - Assisted patients in applying for financial grants
 - Coordinated transportation for patients to and from treatment
- Community Partners, Dover, NH** October 2015 – April 2019
In Home Supports Manager
- Oversaw the In Home Support program for 30 families including-state funding usage, families compliance with HeM-524 regulations and corresponding with Bureau of Developmental Services
 - Developed individualized plans with families for their children ages 3-21 who have a developmental disability around gaining independence with activities of daily living, social skills, and engaging in community activities
 - Supported families at school meetings, provided community resources as needed
 - Mentored In-Home Support and Respite Coordinators around yearly audits, plan renewals and budgets
- Respite Coordinator** June 2013 – October 2015
- Facilitated meetings with families yearly to update respite plans, and provided quarterly budget updates

- Supported families during school meetings and provided community resources as needed

Family Support Intern

September 2012 – May 2013

- Supported families whose child has a developmental disability ages 3-21 through family support or community resources
- Mentored 14 year old girl with Autism once a week in the community to develop greater social skills
- Completed paperwork associated with intakes, and documentation regarding consumers

VOLUNTEER EXPERIENCE

Community Partners, Dover, NH

October 2012 - May 2013

Young Autism Group

- Provided a safe environment and activity for children with autism while parents participated in a parent-to-parent support group

Paint for Fun

February – May 2012

- Assisted in facilitating creative art classes with owner for students with disabilities, through demonstration
- Worked one-on-one with adults to complete art project through helping with painting, drawing, obtaining materials

Alternative Spring Break, San Luis, Dominican Republic

March 2012

Service Trip Participant

- Constructed a community center with local community members for an underprivileged community alongside a group of 10 peers

Krempels Center, Portsmouth, NH

February – May 2011

Service Learner

- Worked with adults ages 18+ with an acquired brain injury in support groups
- Encouraged residents to vocalize, write down, and interact with other members of a support group to practice communication skills

PROFESSIONAL MEMBERSHIPS

National Association of Social Workers

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Area Agency Contract

BUDGET PERIOD:	SFY 24/25		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Christopher Kozak- Executive Director	\$180,000	0.00%	\$0.00
Suzanne Bagdasarian- CFO	\$140,595	0.00%	\$0.00
Pam Dushan- Director Case Management	\$85,072	2.00%	\$1,701.44
Suzanne Iverson- Chief Operating Officer, DS	\$92,040	0.00%	\$0.00
Jessica Lewis- Director of ESS	\$70,040	10.00%	\$7,004.00
Kristina Elliott - Director of Family Support	\$59,809	85.00%	\$50,837.65
	\$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)			\$59,543.09

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.