



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

June 4, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to exercise a renewal option to an existing agreement with **Community Partners of Strafford County**, as bolded below, (Vendor # 177278), 113 Crosby Rd., Suite 1, Dover, NH 03820, to provide a community residential program for adults who have severe mental illness or severe and persistent illness by increasing the price limitation by \$1,041,070 from \$1,297,252 to \$2,338,322 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on October 3, 2018 (Item #13).

Vendor Name	Vendor Number	Location	Current Amount	Increase/ (Decrease)	Modified Amount
Behavioral Health and Developmental Services fo Strafford County, Inc. d/b/a Community Partners of Strafford County	177278	113 Crosby Road, Suite 1 Dover, NH 03820	\$520,535	\$1,041,070	\$1,561,605
NFI North, Inc – Bradford location	177575-B001	40 Park Lane Contoocook, NH 03229	\$665,475	\$0	\$665,475
NFI North, Inc – Bethlehem location	177575-B001	40 Park Lane Contoocook, NH 03329	\$111,242	\$0	\$111,242
		Total:	\$1,297,252	\$1,041,070	\$2,338,322

Funds are anticipated to be available in State Fiscal Year 2020 and State Fiscal Year 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation if needed and justified.

**05-95-92-922010-4117- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM
 SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90072003	\$1,297,252	\$0	\$1,297,252
2020	102-500731	Contracts for Prog Svc	90072003	\$0	\$520,535	\$520,535
2021	102-500731	Contracts for Prog Svc	90072003	\$0	\$520,535	\$520,535
			Total:	\$1,297,252	\$1,041,070	\$2,338,322

EXPLANATION

The purpose of this request is to continue operating a three (3) bed community residential program for adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. These services were provided to make investments to improve the State's mental health system pursuant to House Bill 517, Section 186 (III) (2017).

Approximately three (3) individuals will be served from July 1, 2019 through June 30, 2020.

The original agreement included language in the Exhibit C-1, Paragraph 3, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two (2) of the two (2) years at this time.

Approval of this request will allow the Contractor to continue providing a community residential supported housing program for adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. The three (3) specialty residential beds serve individuals with a dual diagnosis of severe mental illness/severe and persistent mental illness and a developmental disability. During State Fiscal Year 2019, Community Partners identified and purchased a new property, renovated the residence, hired staff, worked with the Department and New Hampshire Hospital to identify appropriate future residence, and will begin accepting clients in July, 2019.

The program serves the clinical, medical, vocational, and residential needs of adult men and women with dual diagnosis of mental illness and developmental disabilities. These services include: psychiatric services, medication management, clinical services, medical services, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, and support for community connectedness and family involvement.

The Contractor will provide quarterly data reports on the number of individuals admitted and discharged during that time period, any waitlist times, where individuals were discharged, and what services were in place upon discharge. Reports will also include detail about residential treatment and support plans as well as ongoing discharge planning for each resident. DHHS meets with the contractor on a quarterly basis to review these reports and discuss ongoing case and programmatic concerns. Monthly financial reports are submitted that include revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, and a Profit and Loss statement. Ongoing improvements around data submission continue to lead to improved oversight of contracts and ensuring quality care for individuals.

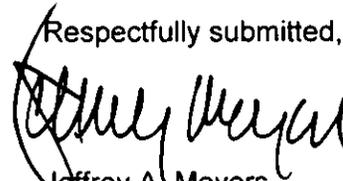
Should the Governor and Executive Council not approve this request, a three (3) bed community residence program would not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

Area served: Statewide

Source of Funds: 100% General Funds

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transitional Housing & Community Residences**

This 1st Amendment to the Transitional Housing & Community Residences contract (hereinafter referred to as "Amendment #1") dated this 19th day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County, (hereinafter referred to as "the Contractor"), a Nonprofit corporation with a place of business at 113 Crosby Road, Suite 1, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 3, 2018 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,561,605.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Add Exhibit B-2, Amendment #1, Budget form.
6. Add Exhibit B-3, Amendment #1, Budget form.



**New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences**

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

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

State of New Hampshire
Department of Health and Human Services

5/29/19
Date

Katja S Fox
Name: Katja S Fox
Title: Director

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

5/14/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on May 14th, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Pamela J. Becker
Signature of Notary Public or Justice of the Peace

Pamela J. Becker
Name and Title of Notary or Justice of the Peace

PAMELA J. BECKER, Notary Public
State of New Hampshire
My Commission Expires: April 19, 2022



**New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences**

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

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date


Name: Matthew T. Broadhead
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-2, Amendment #1
Budget form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Partners

Budget Request for: Transitional Housing & Community Residences
(Name of RFP)

Budget Period: FY20 - 7/1/19 - 6/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 713,745.00	\$ 85,000.00	\$ 798,745.00	\$ 440,816.00	\$ 43,800.00	\$ 504,616.00	\$ 252,835.00	\$ 21,100.00	\$ 273,935.00
2. Employee Benefits	\$ 342,560.00	\$ 31,200.00	\$ 373,760.00	\$ 221,240.00	\$ 21,070.00	\$ 242,310.00	\$ 121,320.00	\$ 10,130.00	\$ 131,450.00
3. Consultants									
4. Equipment:									
Rental	\$ 1,000.00	\$ 200.00	\$ 1,200.00				\$ 1,000.00	\$ 200.00	\$ 1,200.00
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00				\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation		\$ 4,000.00	\$ 4,000.00					\$ 4,000.00	\$ 4,000.00
5. Supplies:									
Educational	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Lab									
Pharmacy									
Medical	\$ 1,000.00		\$ 1,000.00				\$ 1,000.00		\$ 1,000.00
Office	\$ 2,000.00	\$ 1,000.00	\$ 3,000.00				\$ 2,000.00	\$ 1,000.00	\$ 3,000.00
6. Travel	\$ 15,000.00	\$ 200.00	\$ 15,200.00	\$ 10,000.00	\$ 200.00	\$ 10,200.00	\$ 5,000.00		\$ 5,000.00
7. Occupancy	\$ 92,000.00	\$ 8,000.00	\$ 100,000.00	\$ 18,500.00		\$ 18,500.00	\$ 75,500.00	\$ 8,000.00	\$ 83,500.00
8. Current Expenses									
Telephone	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00				\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
Postage									
Subscriptions									
Audit and Legal		\$ 1,200.00	\$ 1,200.00					\$ 1,200.00	\$ 1,200.00
Insurance	\$ 1,500.00	\$ 500.00	\$ 2,000.00				\$ 1,500.00	\$ 500.00	\$ 2,000.00
Board Expenses									
9. Software	\$ 750.00	\$ 200.00	\$ 950.00				\$ 750.00	\$ 200.00	\$ 950.00
10. Marketing/Communications									
11. Staff Education and Training	\$ 6,300.00	\$ 500.00	\$ 6,800.00				\$ 6,300.00	\$ 500.00	\$ 6,800.00
12. Subcontracts/Agreements									
13. Other (specify details mandatory):	\$ 500.00		\$ 500.00	\$ 200.00		\$ 200.00	\$ 300.00		\$ 300.00
Staff background checks/employment physicals									
TOTAL	\$ 1,183,868.00	\$ 111,800.00	\$ 1,295,668.00	\$ 708,860.00	\$ 68,170.00	\$ 777,030.00	\$ 474,208.00	\$ 44,330.00	\$ 518,538.00

Indirect As A Percent of Direct

9.4%

**Exhibit B-3, Amendment #1
Budget form**

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Partners

Budget Request for: Transitional Housing & Community Residences
(Name of RFP)

Budget Period: FY21 - 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 713,745.00	\$ 85,000.00	\$ 798,745.00	\$ 460,810.00	\$ 43,900.00	\$ 504,710.00	\$ 252,835.00	\$ 21,100.00	\$ 273,935.00
2. Employee Benefits	\$ 342,560.00	\$ 31,200.00	\$ 373,760.00	\$ 221,240.00	\$ 21,070.00	\$ 242,310.00	\$ 121,320.00	\$ 10,130.00	\$ 131,450.00
3. Consultants									
4. Equipment:									
Rental	\$ 1,000.00	\$ 200.00	\$ 1,200.00				\$ 1,000.00	\$ 200.00	\$ 1,200.00
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00				\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation		\$ 4,000.00	\$ 4,000.00					\$ 4,000.00	\$ 4,000.00
5. Supplies:									
Educational	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Lab									
Pharmacy									
Medical	\$ 1,000.00		\$ 1,000.00				\$ 1,000.00		\$ 1,000.00
Office	\$ 2,000.00	\$ 1,000.00	\$ 3,000.00				\$ 2,000.00	\$ 1,000.00	\$ 3,000.00
6. Travel	\$ 15,000.00	\$ 200.00	\$ 15,200.00	\$ 10,000.00	\$ 200.00	\$ 10,200.00	\$ 5,000.00		\$ 5,000.00
7. Occupancy	\$ 82,000.00	\$ 8,000.00	\$ 90,000.00	\$ 18,500.00		\$ 18,500.00	\$ 75,500.00	\$ 6,000.00	\$ 81,500.00
8. Current Expenses									
Telephone	\$ 4,000.00	\$ 1,000.00	\$ 5,000.00				\$ 4,000.00	\$ 1,000.00	\$ 5,000.00
Postage									
Subscriptions									
Audit and Legal		\$ 1,200.00	\$ 1,200.00					\$ 1,200.00	\$ 1,200.00
Insurance	\$ 1,500.00	\$ 500.00	\$ 2,000.00				\$ 1,500.00	\$ 500.00	\$ 2,000.00
Board Expenses									
9. Software	\$ 750.00	\$ 200.00	\$ 950.00				\$ 750.00	\$ 200.00	\$ 950.00
10. Marketing/Communications									
11. Staff Education and Training	\$ 6,300.00	\$ 500.00	\$ 6,800.00				\$ 6,300.00	\$ 500.00	\$ 6,800.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):	\$ 500.00		\$ 500.00	\$ 200.00		\$ 200.00	\$ 300.00		\$ 300.00
Staff background checks/employment physicals									
TOTAL	\$ 1,183,888.00	\$ 111,800.00	\$ 1,295,688.00	\$ 708,860.00	\$ 66,170.00	\$ 775,030.00	\$ 474,208.00	\$ 44,330.00	\$ 518,538.00

Indirect As A Percent of Direct

9.4%

**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 62273

Certificate Number : 0004074066



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

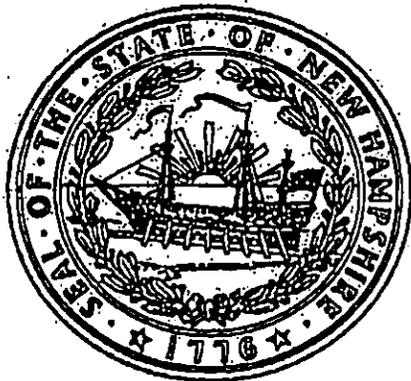
**State of New Hampshire
Department of State**

CERTIFICATE

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

Business ID: 455172

Certificate Number : 0004074061.



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

BEHAVIORAL HEALTH &	
Business Name: DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC.	Business ID: 62273
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 09/24/1982	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 09/24/1982	
Principal Office Address: ONE FORUM CT CROSBY RD, DOVER, NH, 03820, USA	Mailing Address: 113 CROSBY SR, STE 1, DOVER, NH, 03820, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2015
	Next Report Year: 2020
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / DEV EST COORDINATE MAINT EVALUATE & IMPROVE SVCS RE DEV DISABILITIES; ETC	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Matthew Sylvia / Treasurer	c/o Eastern Bank, 538 Central Ave., Suite 1, Dover, 03820, USA
Kathleen Boisclair / Vice President	43 Autumn St, Rochester, 03868, USA
Christopher Roundy / President	52 Littleworth Rd, Dover, 03820, USA
Ann Landry / Secretary	130 Boxwood lane, Dover, 03820, USA
Anthony Demers / Other Officer	c/o Eastern Bank, 538 Central Ave., Suite 1, Dover, 03820, USA

Page 1 of 2, records 1 to 5 of 6

Registered Agent Information

Name: Not Available

Registered Office: Not Available

Address:

Registered Mailing: Not Available

Address:

Trade Name Information

Business Name	Business ID	Business Status
BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY (/online/BusinessInquire/TradeNameInformation?businessID=104499)	386680	Expired
BEHAVIORAL HEALTH SERVICES OF STRAFFORD COUNTY (/online/BusinessInquire/TradeNameInformation?businessID=106062)	386679	Expired
COMMUNITY PARTNERS OF STRAFFORD COUNTY (/online/BusinessInquire/TradeNameInformation?businessID=136980)	455172	Active
FREE ENTERPRISE JOB TRAINING SYSTEM (/online/BusinessInquire/TradeNameInformation?businessID=155660)	13795	Expired
ARTISAN INDUSTRIES (/online/BusinessInquire/TradeNameInformation?businessID=203212)	53629	Expired

CERTIFICATE OF VOTE/AUTHORITY

I, Ann Landry of the Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners, do hereby certify that:

- 1. I am the duly elected Secretary of the Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners:

This company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Kathleen Boisclair is the duly elected President of the company.

- 2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 14th day of May, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the company this 14th day of May, 2019.

Ann Landry

Name: Ann Landry
Title: Secretary
Company Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

STATE OF New Hampshire
COUNTY OF Strafford

On May 14th, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

PAMELA J. BECKER, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022

Pamela J. Becker

Signature of Notary or Justice of the Peace

Pamela J. Becker

Name/Title of Notary or Justice of Peace

Notary Seal

My Commission Expires: PAMELA J. BECKER, Notary Public, State of New Hampshire, Commission Expires April 19, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2019

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Hellen Hill PHONE (A/C, No, Ext): (603) 689-3218 E-MAIL ADDRESS: hhill@crossagency.com FAX (A/C, No): (603) 645-4331	
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 19-20 All **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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1902228	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Employee Benefits	\$ 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		PHPK1902225	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB653220	11/01/2018	11/01/2019	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
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	HCHS20190000097 (3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Directors & Officers		PHSD1393734	11/01/2018	11/01/2019	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)

CERTIFICATE HOLDER State of NH Dept 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
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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.

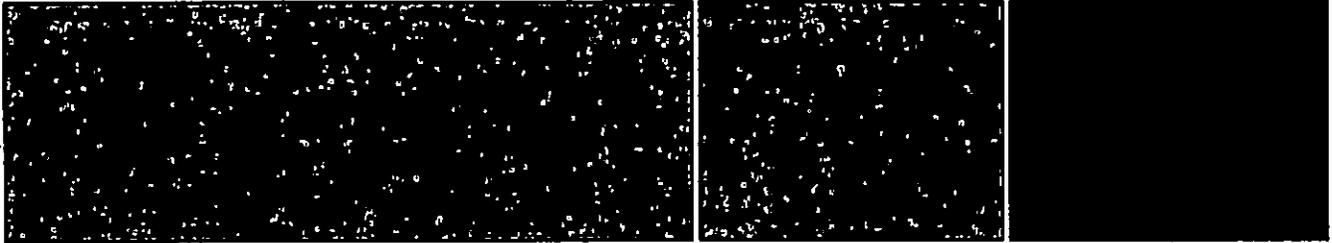
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2017

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

Consolidated Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and cash equivalents	\$ 3,476,548	\$ 1,880,722
Restricted cash	99,423	102,657
Accounts receivable, net of allowance for doubtful accounts	1,025,322	1,529,747
Grants receivable	50,341	250,836
Prepaid expenses	360,389	192,015
Property and equipment, net	<u>2,147,443</u>	<u>2,017,475</u>
Total assets	<u>\$ 7,159,466</u>	<u>\$ 5,973,452</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 1,963,800	\$ 2,032,650
Estimated third-party liability	1,311,720	381,472
Loan fund	89,294	89,204
Notes payable	<u>1,083,830</u>	<u>1,129,241</u>
Total liabilities	<u>4,448,644</u>	<u>3,632,567</u>
Net assets		
Unrestricted	2,593,985	2,340,559
Temporarily restricted	<u>116,837</u>	<u>326</u>
Total net assets	<u>2,710,822</u>	<u>2,340,885</u>
Total liabilities and net assets	<u>\$ 7,159,466</u>	<u>\$ 5,973,452</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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,324,616	\$ 23,221,683
Medicare revenue	184,278	233,703
Client resources	1,613,918	1,512,323
Contract revenue	1,461,970	1,317,071
Grant income	613,657	729,354
Interest income	46	414
Other program revenue	328,173	145,867
Public support	71,576	115,856
Other revenue	<u>173,780</u>	<u>208,987</u>
Total public support and revenue	27,772,014	27,485,258
Net assets released from restrictions	<u>47,114</u>	<u>26,935</u>
Total public support, revenue, and releases	<u>27,819,128</u>	<u>27,512,193</u>
Expenses		
Program services		
Case management	854,809	872,909
Day programs and community support	3,984,617	4,173,872
Early support services and youth and family	3,290,272	3,212,331
Family support	562,283	575,952
Residential services	4,873,525	5,213,432
Combined residential, day and consolidated services	7,100,007	6,451,472
Adult services	2,241,375	2,705,789
Emergency services	399,991	467,770
Other	<u>1,195,379</u>	<u>940,101</u>
Total program expenses	24,502,258	24,613,628
Supporting services		
General management	<u>3,063,444</u>	<u>2,661,643</u>
Total expenses	<u>27,565,702</u>	<u>27,275,271</u>
Change in unrestricted net assets	<u>253,426</u>	<u>236,922</u>
Changes in temporarily restricted net assets		
United Way allocation	17,251	9,371
Grant income - New Hampshire Department of Transportation	146,374	-
Net assets released from restrictions	<u>(47,114)</u>	<u>(26,935)</u>
Change in temporarily restricted net assets	<u>116,511</u>	<u>(17,564)</u>
Change in net assets	369,937	219,358
Net assets, beginning of year	<u>2,340,885</u>	<u>2,121,527</u>
Net assets, end of year	<u>\$ 2,710,822</u>	<u>\$ 2,340,885</u>

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

Year Ended June 30, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Government Accountability, Day and Outpatient Services	Adult Services	Emergency Services	Other	Total Programs	General Management	Total
Public support and services												
Medicare revenue	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid revenue	0	0	0	0	0	0	0	0	0	0	0	0
Other revenues	0	0	0	0	0	0	0	0	0	0	0	0
Grant income	0	0	0	0	0	0	0	0	0	0	0	0
Other income	0	0	0	0	0	0	0	0	0	0	0	0
Other program revenue	0	0	0	0	0	0	0	0	0	0	0	0
Public support	0	0	0	0	0	0	0	0	0	0	0	0
Other revenue	0	0	0	0	0	0	0	0	0	0	0	0
Total functional public support and revenue	0	0	0	0	0	0	0	0	0	0	0	0
Net assets returned from fundholders	0	0	0	0	0	0	0	0	0	0	0	0
Total public support, revenue and releases	0	0	0	0	0	0	0	0	0	0	0	0
Expenses												
Salaries and wages	0	0	0	0	0	0	0	0	0	0	0	0
Employee benefits	0	0	0	0	0	0	0	0	0	0	0	0
Travel costs	0	0	0	0	0	0	0	0	0	0	0	0
Contractual services cost	0	0	0	0	0	0	0	0	0	0	0	0
Other contract services	0	0	0	0	0	0	0	0	0	0	0	0
Other charges	0	0	0	0	0	0	0	0	0	0	0	0
Professional fees and consultants	0	0	0	0	0	0	0	0	0	0	0	0
Subscriptions	0	0	0	0	0	0	0	0	0	0	0	0
Self development and training	0	0	0	0	0	0	0	0	0	0	0	0
Rent	0	0	0	0	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0	0	0	0	0
Building maintenance and repair	0	0	0	0	0	0	0	0	0	0	0	0
Other contract services	0	0	0	0	0	0	0	0	0	0	0	0
Office	0	0	0	0	0	0	0	0	0	0	0	0
Building and leasing	0	0	0	0	0	0	0	0	0	0	0	0
Other contract services	0	0	0	0	0	0	0	0	0	0	0	0
Medical	0	0	0	0	0	0	0	0	0	0	0	0
Equipment maintenance	0	0	0	0	0	0	0	0	0	0	0	0
Communication	0	0	0	0	0	0	0	0	0	0	0	0
Advertising	0	0	0	0	0	0	0	0	0	0	0	0
Printing	0	0	0	0	0	0	0	0	0	0	0	0
Telephone and communications	0	0	0	0	0	0	0	0	0	0	0	0
Postage and shipping	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORTIZATION	0	0	0	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0	0	0	0
Membership dues	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0
Total expenses	0	0	0	0	0	0	0	0	0	0	0	0
Income (loss) or net change in net assets	0	0	0	0	0	0	0	0	0	0	0	0

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

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Self Support Services and Youth and Family	Family Support	Residential Services	Community Resources, Day and Outpatient Services	Adult Services	Emergency Services	Other	Total Programs	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 883,887	\$ 2,776,800	\$ 3,082,029	\$ 274,903	\$ 6,274,870	\$ 8,803,389	\$ 2,304,791	\$ 98,425	\$ 49,443	\$ 22,217,604	\$ -	\$ 22,217,604
Medicare revenue	-	43,883	(4,122)	-	-	-	289,888	(18,887)	-	233,782	-	233,782
Client copayments	29,518	26,289	916,328	(887)	688,819	324,942	124,896	29,942	-	1,512,025	289	1,512,314
Contract revenues	49,302	382,753	382,776	24,500	-	30,000	98,245	163,896	152,870	1,023,181	283,853	1,317,034
Grant income	-	20,284	118,040	4,482	-	13,266	81,146	-	82,312	274,264	5,800	738,266
Interest revenue	-	-	-	-	-	-	-	-	-	-	-	414
Other program revenue	-	89,896	889	-	1,776	46,738	-	-	288	127,827	18,248	146,891
Public support	15,188	8,222	18,100	41,828	-	-	26	37,882	171,883	111,883	4,303	116,889
Other revenue	288	27,729	2,271	95	13,124	8,820	24,783	-	127,183	168,414	19,273	207,687
Total functional public support and revenue	624,485	4,237,128	4,416,168	382,441	6,892,811	7,882,463	2,880,717	167,283	873,179	27,163,645	24,181.3	27,404,826
Net assets released from restrictions	4,800	-	4,871	-	-	-	-	-	17,284	26,955	-	26,955
Total public support, revenue and releases	629,285	4,237,128	4,421,039	382,441	6,892,811	7,882,463	2,880,717	167,283	890,463	27,190,600	24,181.3	27,431,781
Expenses												
Salaries and wages	828,414	2,224,882	2,188,793	111,821	647,680	1,888,827	1,878,823	226,478	473,783	9,786,436	1,888,788	11,665,114
Employee benefits	138,823	841,780	401,719	47,848	168,848	382,108	946,228	82,886	148,118	2,408,862	284,888	2,693,750
Payroll taxes	28,167	169,388	182,888	16,888	48,812	120,628	168,214	22,277	48,888	728,888	57,827	811,271
Contracted substitute staff	888	7,228	8,228	228	1,278	2,217	6,783	1,128	271	28,228	68,822	98,161
Client treatment services	-	8,884	824	217,824	1,121,488	1,288,888	8,276	-	16,823	4,784,227	828	4,788,827
Client programs	23,273	1,888	81,842	2,188	23,881	31,822	54,212	-	-	238,712	1,888	228,844
Professional fees and consultants	82,811	44,882	42,888	18,848	21,888	41,148	82,828	8,276	8,228	388,814	168,448	557,262
Subscriptions	-	488,116	-	-	1,843,111	2,488,827	1,881	-	-	3,986,272	-	3,986,272
Staff development/training	1,288	3,116	13,222	2,288	8,271	9,888	11,828	881	1,276	44,284	23,277	78,241
Rent	-	84,488	64,487	-	2,428	2,488	88,887	-	16,888	202,888	27,181	230,256
Utilities	3,784	24,248	12,471	2,784	18,883	28,288	18,811	-	17,188	128,288	12,788	141,076
Building maintenance and repairs	1,288	22,823	9,888	1,848	11,148	22,228	18,128	-	8,881	94,188	12,244	106,432
Other necessary costs	1,271	17,728	11,881	1,271	1,884	28,282	15,881	-	16,882	112,288	16,781	129,069
Office	1,277	15,628	6,784	879	1,488	4,882	4,882	887	7,883	48,848	11,281	60,129
Building and parking	842	18,428	8,718	228	1,271	7,214	3,887	887	1,272	28,823	11,888	40,711
Client transportation	1,372	24,813	2,878	8,828	18,218	88,887	3,188	84	1,888	188,278	2,848	191,126
Medical	-	288	-	-	2,182	88	88	78	4	3,748	88	4,016
Equipment maintenance	8,271	28,818	23,887	2,822	1,788	18,872	28,788	4,488	5,118	121,428	17,228	138,656
Construction	23,842	41,378	32,887	7,848	28,842	88,888	88,128	7,888	2,888	288,828	18,771	307,600
Advertising	-	-	-	-	-	-	-	-	-	-	417	417
Printing	24	228	4,288	11	88	188	181	28	8	8,288	148	8,436
Telephone/computer/equipment	1,818	32,828	24,888	484	14,883	23,274	24,842	1,321	28,872	188,487	28,178	216,665
Travel and shipping	822	2,288	4,228	288	873	1,772	8,888	888	1,722	18,881	3,788	22,669
Transportation	28,148	242,118	42,121	2,788	14,288	128,848	84,213	1,128	1,128	221,228	12,288	233,516
Assistance to individuals	8,811	27,847	888	187,813	-	24,723	-	-	28,884	228,884	821	230,706
Insurance	11,884	54,884	58,821	3,884	11,847	28,821	31,178	7,888	22,888	148,128	24,781	172,909
Membership dues	248	84	1,828	82	284	882	2,888	284	17	7,228	84,282	71,821
Interest	2,847	4,718	8,271	2,888	2,113	4,828	4,828	888	18,888	27,184	5,881	33,065
Other	88	227	188	2,284	88	88	81	21	37,427	48,888	1,287	50,175
Total expenses	672,888	4,173,872	3,212,281	578,882	8,273,427	8,451,472	2,788,788	487,778	848,187	24,812,279	2,881,842	27,694,121
Increase (decrease) in unrestricted net assets	\$ 86,247	\$ 83,722	\$ 1,998,428	\$ (272,811)	\$ 888,888	\$ 848,881	\$ 124,228	\$ (278,487)	\$ 142,288	\$ 2,388,225	\$ (2,228,228)	\$ 159,997

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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 369,937	\$ 219,358
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	442,753	382,345
Change in allowance for doubtful accounts	(180,000)	86,100
Grant revenue for capital purchases	(146,374)	-
(Increase) decrease in		
Restricted cash	3,234	17,983
Accounts receivable, trade	684,425	445,504
Grants receivable	200,495	(150,921)
Prepaid expenses	(168,374)	(49,752)
Increase (decrease) in		
Accounts payable and accrued expenses	(35,598)	9,977
Estimated third-party liability	930,248	131,955
Loan fund	90	89
	<u>2,100,836</u>	<u>1,092,638</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Acquisition of equipment	<u>(459,597)</u>	<u>(111,427)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	321,350	-
Principal payments on long-term borrowings	<u>(366,763)</u>	<u>(187,370)</u>
Net cash used by financing activities	<u>(45,413)</u>	<u>(187,370)</u>
Net increase in cash and cash equivalents	<u>1,595,826</u>	<u>793,841</u>
Cash and cash equivalents, beginning of year	<u>1,880,722</u>	<u>1,086,881</u>
Cash and cash equivalents, end of year	<u>\$ 3,476,548</u>	<u>\$ 1,880,722</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ -	\$ 76,120
Acquisition of property and equipment with accounts payable	\$ -	\$ 33,252
Noncash transaction - Refinancing of long-term debt	\$ -	\$ 355,000

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, 2017 and 2016

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. 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>2017</u>	<u>2016</u>
Funds received	\$ 25,074	\$ 36,782
Funds disbursed	<u>23,131</u>	<u>31,916</u>
	<u>\$ 1,943</u>	<u>\$ 4,866</u>

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

Funds received	\$ 340,624
Funds disbursed	<u>257,624</u>
	<u>\$ 83,000</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, 2017 and 2016

Use of Estimates

The preparation of 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 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

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

Contributions

~~Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.~~

Income Taxes

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

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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 repurchase agreements as of June 30, 2017 and 2016.

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 balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2017 and 2016, allowances were recorded in the amount of \$371,100 and \$551,100, 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 donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

Estimated Third-Party Liability

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

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

2. 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, 2017 and 2016, the Organization held cash totaling \$89,294 and \$89,204, 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, 2017 and 2016, the Organization held cash totaling \$10,129 and \$13,453, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,713,390	1,569,604
Vehicles	912,549	718,116
Equipment and furniture	<u>3,051,825</u>	<u>2,929,831</u>
	<u>7,537,657</u>	<u>7,077,444</u>
Less accumulated depreciation	<u>5,390,214</u>	<u>5,059,969</u>
	<u>\$ 2,147,443</u>	<u>\$ 2,017,475</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.25% and 4.50% at June 30, 2017 and 2016, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2017 and 2016, there was no outstanding balance on the 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, 2017 and 2016

5. Notes Payable

Notes payable consisted of the following:

	<u>2017</u>	<u>2016</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).	222,513	238,038
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment. Note payable was paid in full during 2017.	-	102,707
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	259,252	368,150
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	154,285	193,554
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.	140,053	152,896
Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final payment which shall be the unpaid balance at maturity; collateralized by vehicles. The four loans payable were paid in full during 2017.	-	73,896
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 will be due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	131,350	-
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.	176,377	-
	<u>\$ 1,083,830</u>	<u>\$ 1,129,241</u>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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

2018	\$ 232,815
2019	253,825
2020	171,457
2021	139,355
2022	109,582
Thereafter	<u>176,796</u>
	<u>\$ 1,083,830</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2017 and 2016, temporarily restricted net assets were \$116,837 and \$326, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from March 2018 through June 2022. Total rent expense charged to operations was \$266,914 in 2017 and \$237,250 in 2016.

Future minimum operating lease payments are as follows:

2018	\$ 266,632
2019	105,094
2020	107,316
2021	89,658
2022	<u>72,000</u>
	<u>\$ 640,700</u>

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Self-Insurance

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. As of June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported. As of June 30, 2017, there were no remaining claims under the policy; therefore, no such accrual has been recorded.

Litigation

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

8. Concentrations

For the years ended June 30, 2017 and 2016, approximately 84% of the public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2017</u>	<u>2016</u>
Developmental Services	\$ 834,364	\$ 1,097,832
Behavioral Health Services	<u>106,029</u>	<u>312,439</u>
	<u>\$ 940,393</u>	<u>\$ 1,410,271</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, Department of Health and Human Services, 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 expired in September 2016. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

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

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

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, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2017, the Organization made an additional, one-time, discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2017 were \$223,108. There were no employer discretionary contributions for the year ending June 30, 2016. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

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 October 24, 2017, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. (DBA) COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2017 and 2016

	2017					2016						
	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	\$ 2,348,428	\$ 1,636,362	\$ 4,237	\$ 43,000	\$ -	\$ 3,478,548	\$ 1,121,878	\$ 968,291	\$ 2,296	\$ 81,827	\$ -	\$ 1,880,722
Restricted cash	99,423	-	-	-	-	99,423	182,637	-	-	-	-	182,637
Accounts receivable, net of allowance for doubtful accounts	862,681	1,198,868	81	-	(1,837,848)	1,625,123	1,152,577	1,338,577	59	-	(941,468)	1,529,747
Grants receivable	12,481	27,998	-	-	-	59,541	21,808	228,778	-	-	-	230,836
Prepaid expenses	188,622	172,887	-	-	-	361,509	92,729	99,288	-	-	-	182,017
Interest in net assets of subsidiaries	81,974	-	-	-	(81,974)	-	81,908	-	-	-	(61,000)	-
Property and equipment, net	1,732,248	184,923	-	-	-	2,147,543	1,728,374	641,181	-	-	-	2,817,422
Total assets	\$ 4,212,837	\$ 2,839,991	\$ 4,218	\$ 43,000	\$ (1,119,848)	\$ 7,119,499	\$ 4,142,472	\$ 2,794,821	\$ 2,312	\$ 81,827	\$ (1,892,498)	\$ 5,873,432
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,509,868	\$ 432,584	\$ 9,944	\$ -	\$ (1,837,864)	\$ 1,943,868	\$ 2,509,363	\$ 495,137	\$ 9,414	\$ -	\$ (881,468)	\$ 2,832,836
Receivable advances	1,882,873	227,647	-	-	-	2,110,520	730,374	131,186	-	-	-	861,472
Loan fund	88,284	-	-	-	-	88,284	88,284	-	-	-	-	88,284
Notes payable	173,550	184,728	-	-	-	358,278	838,222	182,823	-	-	-	1,121,045
Total liabilities	\$ 4,651,778	\$ 616,881	\$ 9,944	\$ -	\$ (1,837,864)	\$ 4,488,954	\$ 3,729,329	\$ 618,299	\$ 9,414	\$ -	\$ (881,468)	\$ 3,832,947
Net assets (deficit)												
Unrestricted	873,411	2,839,374	(1,826)	43,000	(81,374)	2,932,965	381,816	1,878,741	(27)	81,827	(61,000)	2,340,556
Temporarily restricted	118,827	-	-	-	-	118,827	323	-	-	-	-	323
Total net assets (deficit)	\$ 992,238	\$ 2,839,374	\$ (1,826)	\$ 43,000	\$ (81,374)	\$ 2,119,422	\$ 382,145	\$ 1,878,741	\$ (27)	\$ 81,827	\$ (61,000)	\$ 2,340,879
Total liabilities and net assets (deficit)	\$ 4,651,778	\$ 2,839,991	\$ 9,944	\$ 43,000	\$ (1,119,848)	\$ 7,119,499	\$ 4,142,472	\$ 2,794,821	\$ 2,312	\$ 81,827	\$ (1,892,498)	\$ 5,873,432

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

Consolidating Statements of Activities
Years Ended June 30, 2017 and 2016

	2017					2016						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Unrestricted	Consolidated Total	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Unrestricted	Consolidated Total
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 17,477,740	\$ 8,046,270	\$ -	\$ -	\$ -	\$ 25,524,010	\$ 16,951,630	\$ 8,270,853	\$ -	\$ -	\$ -	\$ 25,222,483
Medicare revenue	-	104,270	-	-	-	104,270	-	237,793	-	-	-	237,793
Grant resources	1,222,062	200,890	-	-	-	1,422,952	1,128,320	300,000	-	-	-	1,428,320
Contract revenue	901,181	800,810	-	-	-	1,701,991	821,780	795,312	-	-	-	1,617,092
Interest income	221,065	201,772	-	-	-	422,837	144,384	504,300	-	-	-	648,684
Other program income	126,173	-	-	-	-	126,173	145,007	-	-	-	-	145,007
Public support	40,230	4,347	-	25,974	-	70,551	74,877	4,187	-	30,742	-	110,806
Other revenue	120,713	23,618	100,202	-	(102,240)	142,293	104,610	49,264	112,121	-	(118,990)	226,945
Total public support and revenue	20,826,979	7,216,984	100,202	25,974	(102,240)	27,773,814	19,120,604	8,324,779	112,121	30,742	(118,990)	27,469,256
Net assets released from restrictions	41,220	5,734	-	-	-	46,954	24,832	2,802	-	-	-	28,634
Total public support, revenue and reclassifications	20,878,211	7,222,718	100,202	25,974	(102,240)	27,820,768	19,145,436	8,327,581	112,121	30,742	(118,990)	27,497,890
Expenses												
Program services												
Crisis intervention	364,000	-	-	-	-	364,000	472,000	-	-	-	-	472,000
Day programs and community support	3,237,420	607,100	-	-	-	3,844,520	3,470,273	609,000	-	-	-	4,079,273
Early support services and youth and family	915,876	2,374,307	-	-	-	3,290,183	801,010	2,310,419	-	-	-	3,211,429
Family support	862,283	-	-	-	-	862,283	575,952	-	-	-	-	575,952
Residential services	4,873,820	-	-	-	-	4,873,820	5,213,421	5	-	-	-	5,213,426
Compassion restructured, day and consolidated services	7,100,000	-	-	-	-	7,100,000	6,451,072	-	-	-	-	6,451,072
Adult services	412,000	2,046,773	-	-	-	2,458,773	170,310	2,329,570	-	-	-	2,500,880
Emergency services	-	300,001	-	-	-	300,001	-	467,770	-	-	-	467,770
Other	605,100	720,120	191,221	21,121	(101,271)	1,395,270	773,611	836,374	111,574	31,818	(111,574)	1,630,729
Total program expenses	16,192,630	6,204,499	191,221	21,121	(101,271)	22,406,220	17,643,774	8,637,936	111,574	31,818	(111,574)	24,015,028
Supporting services												
General management	1,000,100	1,217,200	-	-	-	2,217,300	1,211,932	1,459,211	-	-	-	2,671,143
Total expenses	19,192,730	7,421,699	191,221	21,121	(101,271)	24,614,520	18,855,706	10,097,147	111,574	31,818	(111,574)	27,775,271
Change in unrestricted net assets (deficit)	211,972	11,021	(909)	1,853	(970)	206,027	(2,119)	229,644	27	6,924	(1,574)	224,822
Changes in temporarily restricted net assets												
United Way allocation	11,400	6,750	-	-	-	18,150	7,300	2,963	-	-	-	10,263
Grant income	140,370	-	-	-	-	140,370	-	-	-	-	-	140,370
Net assets released from restrictions	(11,200)	(5,250)	-	-	-	(16,450)	(25,832)	(2,893)	-	-	-	(28,725)
Change in temporarily restricted net assets	11,570	1,500	-	-	-	11,570	(18,532)	(2,930)	-	-	-	(19,992)
Change in net assets (deficit)	232,542	12,521	(909)	1,853	(970)	217,597	(20,651)	226,714	27	6,924	(1,574)	204,830
Net assets (deficit), beginning of year	252,154	1,773,211	(77)	11,622	(11,622)	2,424,838	252,410	1,779,100	(810)	70,181	(73,578)	2,421,527
Net assets (deficit), end of year	484,696	1,785,732	(176)	12,475	(12,592)	2,642,435	231,759	2,005,814	(783)	77,105	(75,152)	2,626,357



**Community Partners
BOARD OF DIRECTORS 2019-2020**

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Paula McWilliam (Joined 12/18/18)		

BRIAN J. COLLINS

Summary:

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

Experience:

1995 - Present

Executive Director

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

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

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

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

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

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

Brian Collins

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

1989 - 1995

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

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

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

1985 - 1989

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

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

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

Brian Collins

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

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

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

Education:

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

Advisory Boards:

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

Memberships:

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

Suzanne Bagdasarian



Business Experience

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

Chief Financial Officer 2019 – Present

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

Controller 2001 – 2018

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

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

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

Budget Manager – 1999- 2000

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

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

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

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

Nancy L. Morse



Current Objective: To utilize my years of experience developing Quality Clinical Behavioral Health Services within a team of professional program directors. To extend to the agency/organization senior management experience, education and training experience, Staff Development Strategy, Team Building expertise, and skill in the area of Quality Improvement Design.

Current: **Chief Operations Officer (2007- current)**
Community Partners Behavioral Health and Developmental Services
Crosby Road, Dover NH

Director of Acute Care Services/Emergency Services/Adult Outpatient/EAP (2006-2007) Community Partners Behavioral Health and Developmental Services
25 Old Dover Road, Rochester NH

Director of Quality Improvement/Director of Emergency Services/Director of Residential Services (2004-2006)
Community Partners Behavioral Health and Developmental Services
25 Old Dover Road, Rochester, NH

Director of Community Support Programs (2003-2004)
Community Partners Behavioral Health and Developmental Services
25 Old Dover Road, Rochester, NH

Adjunct Professor (1999- current)
New England College, Henniker NH

Experience: **Independent Behavioral Health Consultant (2002-2003)**
New Hampshire/Statewide

Vice President of Quality Improvement and Operations (1997-2002)
Riverbend Community Mental Health Inc., Concord NH

Director of Acute Care Services and Elder Care Services (1996-2002)
Riverbend Community Mental Health Inc., Concord NH

Director of Quality Assurance (1994-1997)
Riverbend Community Mental Health Services, Inc., Concord NH

Director of Case Management Services and Community Integration (1989- 1994) Riverbend Community Mental Health Services, Inc, Concord NH

Demonstration Project Coordinator (1987-1989)
Concord Alliance for the Mentally Ill, Concord NH

Program Manager for MI/DD Services (1986-1987)
Community Services Council, Concord, NH

Case Manager (1983-1986)
Manchester Mental Health Center, Inc., Manchester NH

Mental Health Worker (1975-1987)
New Hampshire Hospital, Concord NH

Education: Masters of Education in Counseling and Psychotherapy (1998)
Notre Dame College, Manchester NH

Professional Highlights

Visionary Leadership
Payroll for North America
Web / Multimedia Development

Policy & Procedure Administration
Peoplesoft HRCMS / COGNOS / Oracle
E-Learning Design & Implementation

AdComps
Project Management
Training Facilitator

Summary

Fifteen years broad range human resource and PeopleSoft experience. Highly accomplished visionary with diverse experience in technology and content/database management. Results oriented, decisive leader with proven success in strategic thinking and problem solving. Thrive in dynamic and fluid environments while remaining pragmatic and focused.

Professional Experience

Residential Treatment Program Manager / Risk Coordinator

August 2018 – Present

- Mandt Trainer and Group Facilitator for Julie Brown Skills System for Intellectually Disabled with Problematic Sexual Behavior
- Developed and implemented Residential Treatment Program in state of New Hampshire
- Person-Centered Individualized Service Agreement Planning and Management for three-bed certified treatment facility
- Crisis intervention, evaluation and de-escalation; group facilitation / leadership

Forensic Clinician / Intern, Becket Family of Services, Bethlehem, NH

Aug 2016 - Mar 2017

- FEMA Certified, Juvenile Firesetter Prevention and Intervention Specialist (Level I & II)
- Dialectical Behavior Therapy (DBT); Feedback Informed – Cognitive Behavior Therapy (FI-CBT)
- Person-Centered Planning and Case Management
- Crisis intervention, evaluation and de-escalation; group facilitation / leadership

Adult Case Manager, Northern Human Services, Center Conway, NH

Aug 2015 – Aug 2016

- Person-Centered Planning and Case Management
- Addressed high risk behaviors (suicidal or homicidal ideation, school refusal, criminal involvement, and substance abuse) in connection to a major mental health disorder and trauma.
- Assessed the needs of clients and developed individualized treatment plans with input from client and other members of the interdisciplinary service team.
- Identified mutually agreeable and measurable treatment planning goals and objectives.
- Implemented crisis evaluations and de-escalation to address suicidal ideation, homicidal ideation, self-injurious behaviors and contracts for safety planning.

Clinical Youth Case Manager, Lakeview Neurorehabilitation Center, Inc, Effingham, NH

Sept. 2014 – Aug 2015

- Addressed high risk behaviors (suicidal or homicidal ideation, school refusal, criminal involvement, and substance abuse) in connection to a major mental health disorder and trauma.
- Assessed the needs of clients and developed individualized treatment plans with input from client and other members of the interdisciplinary service team.
- Identified mutually agreeable and measurable treatment planning goals and objectives.
- Implemented crisis evaluations and de-escalation to address suicidal ideation, homicidal ideation, self-injurious behaviors and contracts for safety planning.

UMass Medical School, Shrewsbury, MA

Human Resources Associate I, *UMASS Medical School*, Shrewsbury, MA

May 2014 – Aug 2014

- Expertise in PeopleSoft HRCMS processes, including Benefits, Compensation, Time and Labor, and Payroll for North America
- HRDI associate supporting PeopleSoft HRCMS Payroll Database projects that assure data integrity through service requests and queries
- Support UMass Data Group projects through day to day maintenance of HRCMS system
- Processing Benefits and Compensation changes to include open enrollment (vision/dental); sick leave bank in PeopleSoft system
- State Board of Retirement – rollovers/refunds, new employee enrollments
- Benefits - Tuition Remission / Tuition Waiver processing

Administrative Assistant II, *UMass Correctional Health & Criminal Justice*,

2008 – 2012

- Executive support to Chief Nursing Officer, Health and Criminal Justice Programs
- Additional Compensation (AdComps); payroll, time and labor detail reporting, payroll corrections/adjustments
- Provided administrative oversight for Policies and Procedures; Grievances/Responses
- Executive Level Scheduling/Travel/Calendar Administration, Purchasing (ProCard Purchasing)
- Peoplesoft – compensation, hiring, employee database management)
- Distribution and editing of Training Calendar and registration for Performance Improvement Program (PIP)
- In-house technology and desktop support; advanced level software office support and document troubleshooting

Michelle Houle, B.A.

- Integrated web design; E-Learning

Administrative Assistant, Center for Adoption Research, UMass Medical School,

2005-2008

- Under the Technology Director, solely responsible for development and delivery of blended learning solutions and communication vehicles
- Provided strategic vision, technical expertise and development in the areas of e-learning, performance support, user experience and information dissemination
- Developed and delivered classroom, on-line, and other materials/training vehicles
- Collaborated on cross-functional strategic initiatives and coordinate creative and technical elements in support of strategic planning goals
- Translated business and creative requirements into functional requirements to enable efficient development of web content solutions to include digital and hybrid products
- Assisted in conceptualization/development/project management of media projects and collaborate on training needs assessment, design, development, testing, and deployment
- Oversaw organization, coding, and content entry for sites
- Worked closely with technical staff to ensure that features of the site are implemented and working properly
- Direct contact and troubleshoot issue resolutions with both internal staff and external clients
- Demonstrated experience with common web and multimedia authoring tools in a collaborative environment with a proven track record of working on multiple online sites through various mediums
- Purchasing (ProCard Purchasing/Peoplesoft)

Administrative Assistant, Department of Correction, Re-Entry Unit, Milford, MA.

Oct. 2004 – Feb. 2005

- Under the The MassHealth Behavioral Health Division of the Department of Correction, provided supports to the Regional Re-entry Centers by screening ex-offenders for physical and behavioral health needs through a project called the Healthcare Access Protocol.
- Supported the MassHealth Care Management staff in coordinating community-based services for individuals identified with needing physical and mental health services.
- Developed and successfully implemented a restructuring plan to track and analyze efficacy of state-wide initiative to ensure qualified ex-offenders receive MassHealth membership upon day of release, critical to improving access to services—and ultimately reducing recidivism
- Implemented cross-organizational reference materials and one-stop informational website for enhanced access to service-based resources.

IT / Knowledge:

- Peoplesoft HRCMS, HTML/ Javascript/ColdFusion/CSS coding, Ektron CMS4.0 Content Management, Survey Generator, SurveyMonkey, Oracle/Crystal, Meridian/PACE LMS, WebCT LMS, Visio, Basic Networking, MS Office package (Word, PowerPoint, Excel, Access, Publisher, Outlook, Visio), EndNote, Adobe (InDesign, Captivate, Presenter, Meeting); Health Risk Screening Tool (HRST); CDT, Relias, HRST

Certification / Training

Mandt Trainer	2018
Static-99, STABLE/ACUTE Certified	2016
FEMA Certified Juvenile Firesetter Intervention and Training Specialist	2016
Feedback Informed – Cognitive Behavior Therapy	2017
Dialectical Behavior Therapy (DBT)	2017

Education:

Clinical Mental Health Counseling , New England College Concord, NH	Currently Enrolled
Forensic Counseling , Mass. School of Prof. Psych. Newton, MA	2016
B.A. , College of Criminal Justice, UMass Amherst, Amherst, MA	2012

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

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

Name of Program/Service: Transitional Housing & Community Residence

BUDGET PERIOD:		SFY: 20: (7/1/19-6/30/20)	
Name & Title (Key Administrative Personnel)	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$213,000	0.00%	\$0.00
Suzanne Bagdasarian- CFO	\$105,000	0.00%	\$0.00
Nancy Morse- Director Adult Services	\$83,430	25.00%	\$20,857.50
Michelle Houle- Residential Treatment Program Manager	\$57,680	100.00%	\$57,680.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$78,537.50

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.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 12, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into Agreements with the Vendors listed below for the provision of transitional housing beds and services for adults who have severe mental illness or severe and persistent illness and who no longer meet the level of care provided by New Hampshire Hospital or a Designated Receiving Facility, in an amount not to exceed \$1,297,252 in the aggregate, effective upon the date of Governor and Executive Council approval through June 30, 2019. 100% General Funds.

Funds are anticipated to be available in State Fiscal Years 2019 in the account listed below.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

Vendor Name	Stater Fiscal Year	Vendor ID#	Address	Class/ Account	Budget Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	2019	177278	113 Crosby Road, Suite 1 Dover, NH 03820	102/500731	\$520,535
NFI North, Inc - Bradford location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$665,475
NFI North, Inc - Bethlehem location	2019	177575-B001	40 Park Lane Contoocook, NH, 03229	102/500731	\$111,242
				Grand Total	\$1,297,252

EXPLANATION

The purpose of these Agreements are to establish and operate ten (10) transitional housing beds with wrap-around services and supports and supports in the Bethlehem, Bradford, and Strafford County areas. One (1) of these beds will be located at the already established Bethlehem location, six (6) beds will be located at the already established Bradford location, and three (3) will be located in Strafford County.

During the 2017 legislative session, the New Hampshire General Court made investments to improve the State's mental health system. These improvements included, but were not limited to establishing transitional and community residential beds with wrap-around services and supports;

Approval of these Agreements will allow the Contractors to provide transitional housing and community residences to ten (10) adults who have severe mental illness or severe and persistent illness and are eligible for community mental health services and no longer meet the level of care provided by New Hampshire Hospital or Designated Receiving Facilities. These services are being provided to make investments to improve the State's mental health system pursuant to House Bill 517, Section 186 (III) (2017).

The Contractors will establish transitional housing beds and a community residence by providing room and board and extensive support and rehabilitation services to the adults within their care. The programs will serve the clinical, medical, vocational, and residential needs of adult men and women with mental health issues. These services include: psychiatric services, medication management, clinical services, medical services, residential, targeted case management, specialized and co-occurring treatment services, vocational and day treatment services, support for community connectedness and family involvement, open community with families and individuals, a comprehensive approach to service delivery driven by consumer involvement, and evidence based practice approaches that include Illness Management and Recovery.

The Contractor will provide quarterly data reports that include the number of individuals admitted and discharged during that time period, where individuals were discharged and with what services in place, programs and supports each individual is involved in, current waitlist times, and ongoing discharge planning for each client. DHHS meets with NFI on a quarterly basis to review these reports and discuss ongoing case and programmatic concerns. Monthly reports are submitted that include revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, and a Profit and Loss statement. DHHS ensures all items within the contract are in place within time frames through extensive contract oversight. Ongoing improvements around data submission continue to lead to improved oversight of contracts and ensuring quality care for individuals.

These Contracts were competitively bid. The Department published a Request for Applications for Transitional Housing and Community Residential Beds (RFA-2019-DBH-02-TRANS) on the Department of Health and Human Services website from April 18, 2018 through May 21, 2018. Three (3) applications were received in response to the Request for Applications. The applications were evaluated based upon the criteria published in the Request for Applications by a team of individuals with program specific knowledge and expertise. (See attached Score Summary)

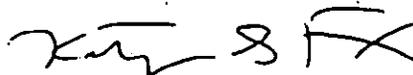
The attached Contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, ten (10) transitional housing beds and services would not be available to individuals in need of housing who are transitioning from NH Hospital or a Designated Receiving Facility to the community which, in turn, makes those beds available to individuals who are waiting in hospital emergency rooms for services across the State.

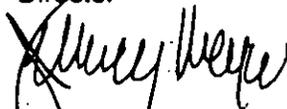
Area served: Statewide.

Source of Funds: 100% General

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

Transitional Housing & Community Residences

RFA-2019-DBH-02-TRANS

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Behavioral Health & Developmental Services of
Strafford County dba Community Partners

2. NFI North, Inc., Region 1

3. NFI North, Inc. Region 4

4. 0

Pass/Fail	Maximum Points	Actual Points
	750	543
	750	570
	750	610
	750	0

1. Lauren Quann, Administrator
Bureau Mental Hlth Svcs

2. Tanja Milic, Business Administrator
II, Div Behvl Hlth

3. Jamie Kelly, Paralegal OPS BBH

4. Cindy Babonis, Asst Administrator,
Social Work Dept NHH

5. Kristi Trudel, Prog. Planning &
Review Spdst, OCOM

- 6.

Subject: Transitional Housing & Community Residences (RFA-2019-DBH-02-TRANS-01)

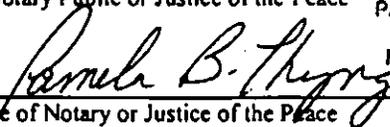
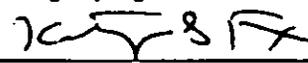
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health and Developmental Services of Strafford County, Inc.		1.4 Contractor Address 113 Crosby Rd. Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number 010-095-092-41170000-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$520,535
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603)271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>Sept. 11th, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
PAMELA BECKER THYNG, Notary Public State of New Hampshire My Commission Expires April 18, 2022			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela Becker-Thyng, Notary Public			
1.14 State Agency Signature  Date: <u>9/12/18</u>		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials K. B.
Date 9/11/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block I.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall obtain the licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules He-P 814, He-M 1000, and/ or He-M1002.
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.6. The Contractor shall become an enrolled Medicaid provider through the Department's Medicaid program. More information can be found at the following website: <http://www.dhhs.nh.gov/ombp/medicaid/providerservices.htm>.
- 1.7. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

- 2.1. The Contractor shall develop and operate three (3) transitional housing beds with wrap-around services and supports in Strafford County, which shall attain and maintain certification and licensing as a community residence in accordance with RSA 151. The Contractor shall ensure the three (3) beds are specifically reserved for adults referred from New Hampshire Hospital (NHH) or a Designated Receiving Facility (DRF) who:

New Hampshire Department of Health and Human Services
Transitional Housing & Community Residences
Exhibit A



- 2.1.1. Have a severe mental illness (SMI) or severe and persistent mental illness (SPMI) and meet eligibility for community mental health services at a community mental health center (as defined in Administrative Rule He-M 401);
- 2.1.2. Require extensive support and rehabilitation to successfully transition from NHH or a DRF before moving to less restrictive alternatives in the community of their choice, and
- 2.1.3. Have been determined to no longer meet the level of care provided by NHH or a DRF.
- 2.2. The Contractor shall ensure beds developed include wrap-around services and supports for individuals served and that priority for access to the beds is given to:
 - 2.2.1. Individuals transitioning from NHH and/or a DRF, regardless of insurance coverage or ability to pay.
 - 2.2.2. Individuals dually diagnosed with SMI/SPMI and developmental disabilities and/or acquired brain disorders.
 - 2.2.3. Individuals only diagnosed with SMI/SPMI may also be served.
- 2.3. The Contractor shall accept consumer referrals from NHH, DRFs and the Community Mental Health Centers (CMHCs), as approved by the Department prior to placement. The Contractor shall:
 - 2.3.1. Maintain a list of referred individuals, in order of referral date, for whom admission is sought but a bed is not yet available.
 - 2.3.2. Collaborate with the Department on the data elements to be captured in the list.
 - 2.3.3. Ensure the list is available to the Department on a weekly basis.
 - 2.3.4. Obtain approval from the Department for all placements.
 - 2.3.5. Prioritize clients referred by New Hampshire Hospital and Designated Receiving Facilities by having a referral, admissions, and evaluation process that:
 - 2.3.5.1. Places current inpatient individuals at New Hampshire Hospital ahead of any and all community based referrals;
 - 2.3.5.2. Provides for a written referral protocol that includes a review / evaluation of the individuals' current situation, assessment of need including an assessment of any intellectual disabilities, and disposition;
 - 2.3.5.3. Responds to all referrals, in writing, as to the consumer's disposition, (acceptance or denial) into the Transitional Housing Program Services. If there are contingencies placed on the acceptance or if the referral is denied, the vendor shall provide, in writing, an explanation of contingents or reason for denial to the consumer;
 - 2.3.5.4. Responds to the consumer, with a decision in writing, within 14 business days of receipt. An unreasonable denial, as determined



- by the Department, shall constitute an event of default.
- 2.3.5.5. Establishes an admission process, as approved by the Department, which ensures successful entry of accepted referrals into the program. In the event that a referral is not successful in the transition process, the vendor shall communicate with NHH or the agency that initiated the referral, verbally and in writing, as to the reason(s) for the unsuccessful transition.
 - 2.3.5.6. Is approved by the Department for all clients being referred by the Community.
- 2.4. The Contractor shall have a discharge process for clients that are discharged from the Transitional Housing Program Services that:
- 2.4.1. Ensures participation in discharge planning meetings with community mental health centers, New Hampshire Hospital, other providers, and natural supports;
 - 2.4.2. Provides for a written discharge plan that includes an evaluation of the clients' current situation, disposition and transition plan for moving back in to the community;
 - 2.4.3. Retains the individual's bed, in the event that an individual's conditional discharge is revoked, resulting in a temporary readmission to NHH;
 - 2.4.4. Demonstrates development and implementation of a collaborative relationship with the community mental health program and natural supports, including family, to develop the terms of conditional discharges pursuant to RSA 135-C:50 and He-M 609, and to develop treatment plans designed to return each consumer to the community.
- 2.5. The Contractor shall provide the written processes for referrals, admissions, evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department either:
- 2.5.1. Within thirty (30) days from the contract effective date; or
 - 2.5.2. Within ninety (90) days of the contract effective date upon written notification and request to the Department for technical assistance to develop processes.
- 2.6. The Contractor shall assist the **Pre-Admission Screening and Annual Resident Review (PASARR) Office** of the Department in meeting the requirements of the PASARR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASARR Office, and with the appropriate authorization to release information, the Contractor shall provide the PASARR office with the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.
- 2.7. The Contractor shall designate a staff member to perform the responsibilities of **Complaint Manager** in accordance with New Hampshire Administrative Rule He-M 204.
- 2.8. The Contractor shall ensure transition planning into the community is available for all



- clients. The Contractor shall ensure the transitional plan includes, but is not limited to:
- 2.8.1. Ensuring program participants have the ability to move into more integrated community settings and where possible;
 - 2.8.2. Working with individuals to develop a person-centered plan that incorporates their needs, and safety of themselves and the public per New Hampshire Administrative Rule He-M 401 and He-M 500;
 - 2.8.3. Collaborating with the client's local community mental health program, peer support agencies, and other natural supports to provide other services and supports in the community;
 - 2.8.4. Involving the individual's family to support integration into the community, with the individual's consent; and
 - 2.8.5. Identifying any barriers to placement in the community, and emphasize the interventions necessary to promote more opportunities for community integration.
- 2.9. The Contractor shall utilize **Recovery and Resiliency Approaches** that include, but are not limited to:
- 2.9.1. Providing individuals with access to services that promote the values of recovery and resiliency through an emphasis on a strength-based approach and person-centered service planning, in accordance with He-M 401 and He-M 500, as applicable.
 - 2.9.2. Using the individual's service plan to help the individual identify, cultivate and sustain relationships with peers, family members, neighbors, landlords, employers, and others in order to create a network of support that will build resiliency and strength based recovery and wellness skills.
 - 2.9.3. Utilizing Dialectical Behavior Therapy, Acceptance and Commitment Therapy, Motivational Interviewing and Wellness Recovery Action Plans in treatment and focus groups that include, but are not limited to:
 - 2.9.3.1. Cognitive behavior strategies, including, but not limited to:
 - 2.9.3.1.1. Safety plan.
 - 2.9.3.1.2. Problem solving.
 - 2.9.3.1.3. Relationship care.
 - 2.9.3.1.4. On-track thinking and actions.
 - 2.9.3.1.5. New-Me activities.
 - 2.9.3.2. Wellness Management that includes but is not limited to:
 - 2.9.3.2.1. Daily outdoor activities.
 - 2.9.3.2.2. Daily food preparation activities.
 - 2.9.3.2.3. Healthy risk identification screening.
 - 2.9.3.2.4. Health groups.
 - 2.9.3.2.5. Medication management and education.



- 2.9.3.2.6. Substance abuse services as provided by a Licensed Alcohol and Drug Councilor (LADC).
- 2.9.3.2.7. Substance Abuse Treatment that includes but is not limited to co-occurring substance abuse treatment.
- 2.9.4. Providing transitional services within three areas of focus that include:
 - 2.9.4.1. Clinical and medical services.
 - 2.9.4.2. Employment and vocational services.
 - 2.9.4.3. Residential life services.
- 2.9.5. Providing community residential services as defined in New Hampshire Administrative Rule He-M 1002 and/or He-M 1001, which include, but are not limited to:
 - 2.9.5.1. Personal decision making;
 - 2.9.5.2. Personal care, household management, budgeting, shopping, and other functional skills;
 - 2.9.5.3. Household chores and responsibilities;
 - 2.9.5.4. Having relationships with person both with and without disabilities;
 - 2.9.5.5. Accessing a wide range of integrated community activities including recreational, cultural, and other opportunities;
 - 2.9.5.6. Participating in religious services and practices of the consumer's choosing; and
 - 2.9.5.7. Choosing and wearing clothing that is neat, clean, in good repair, and appropriate to the season and activity.
- 2.9.6. Completing individual service plans for clients in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408 and He-M 500.
- 2.9.7. Providing evidenced based Illness Management and Recovery Services on an individual and group basis in accordance with New Hampshire Administrative Rule He-M 426 and He-M 500 that shall teach strategies for:
 - 2.9.7.1. Recovery strategies.
 - 2.9.7.2. Practical facts about mental illness.
 - 2.9.7.3. The stress-vulnerability model and treatment strategies.
 - 2.9.7.4. Building social supports.
 - 2.9.7.5. Reducing relapses.
 - 2.9.7.6. Using medication effectively.
 - 2.9.7.7. Coping with stress.
 - 2.9.7.8. Coping with problems and symptoms.
 - 2.9.7.9. Getting your needs met in the mental health system.
 - 2.9.7.10. Assessing for Drug and Alcohol use.
- 2.9.8. Providing Psychotherapeutic Services in accordance with New Hampshire



Administrative Rules He-M 426, which includes sex offender treatment.

- 2.9.9. Providing Targeted Case Management (TCM) Services In accordance with New Hampshire Administrative Rules He-M 426 in order to:
 - 2.9.9.1. Ensure continuity of care by assisting consumers gain access to needed medical, social, educational, and other services on a one-to-one basis to help them transition back to their homes and communities.
 - 2.9.9.2. Assist consumers with completing applications for all appropriate sources of financial, medical, and housing assistance including, but not limited to:
 - 2.9.9.2.1. Medicaid.
 - 2.9.9.2.2. Medicare.
 - 2.9.9.2.3. Social Security Disability Income.
 - 2.9.9.2.4. Public Housing subsidies.
 - 2.9.9.2.5. Section 8 subsidies.
- 2.9.10. Conducting an Adult Needs and Strengths Assessment (ANSA) for each consumer, as well as enter results into the Department's data collection system:
 - 2.9.10.1. Upon admission to the program.
 - 2.9.10.2. Ninety (90) days after admission as part of the individual service plan review.
 - 2.9.10.3. Every six (6) months after admission.
 - 2.9.10.4. Annually after the first year from the date of the initial assessment.
- 2.9.11. Providing Evidence Based Supported Employment Services in accordance with New Hampshire Administrative Rule He-M 426 to consumers who ask to seek competitive employment.
- 2.9.12. Providing Psychiatric Evaluation and Management Services in accordance with New Hampshire Administrative Rule He-M 426, which shall be provided by a qualified psychiatrist, Advanced Practice Registered Nurse (APRN) or Physician's Assistant (PA), for the purposes of assessment and treatment of consumers in the program.
- 2.9.13. Providing Medical Services provided by Registered Nurses (RN) will be delivered on site Monday through Friday during the hours of 8:00 am to 10:00 pm and on Saturdays and Sundays during the hours of 8:00 am to 4:30 pm, subject to the following requirements or as otherwise indicated:
 - 2.9.13.1. Annual reviews of health history, health status, supports identified or needed to maintain physical, mental, and social well-being as provided by a primary care provider within Harbor Care Health and Wellness Center, with input from the transitional housing RNs and behavioral health care team, as well as other care team members, following an integrated model of care and treatment plan.



- 2.9.13.2. Instruction in and assistance with in taking prescribed medications independently, in accordance with Exhibit A-1, Administration of Medications in the Transitional Housing Program.
- 2.9.13.3. Residential staff trained by the Nurse Trainer to provide services in Section 2.9.13., above.
- 2.9.13.4. All RN-level medical services, within the hours specified in Section 2.9.13. The Contractor shall have an adequate number of nurses to float/travel between sites to respond to client needs in a timely manner.
- 2.9.13.5. Non-RN level staff including, but not limited to, support staff, Licensed Nursing Assistants, and other providers, to provide non-RN level medical services under the supervision of RNs or other qualified medical providers.
- 2.9.13.6. Primary care clinical staff and home health care staff that provide per diem coverage in the event that additional nursing staff is needed during the above referenced hours, as well as 24/7 coverage through on-call coverage.
- 2.9.14. Qualified staff on site, 24 hours a day, 7 days per week for all transitional housing residents, who are trained by a Nurse Trainer.
- 2.9.15. Medical Services/Medications administered in accordance with Exhibit A-1, Medication Administration in the Transitional Housing Program.
- 2.9.16. Emergency Services available twenty-four (24) hours per day, seven (7) days per week for both medical and psychiatric needs. Services shall include, but not be limited to:
 - 2.9.16.1. An on-call clinician for evenings, weekends and holidays to provide crisis intervention, coordinate Involuntary Emergency Admission petitions in accordance with Revised Statutes Annotated (RSA)135-C:28 Emergency Treatment and revocation of conditional discharges in accordance with RSA 135-C:51, III) when required.
 - 2.9.16.2. A Registered Nurse available or on-call to:
 - 2.9.16.2.1. Provide education problem solving and support regarding medications.
 - 2.9.16.2.2. Respond to health related concerns.
 - 2.9.16.3. A nurse available on-call the remainder of each day, weekends and holidays to:
 - 2.9.16.3.1. Provide education, problem solving and support regarding medications.
 - 2.9.16.3.2. Respond to health related concerns.
- 2.9.17. Specialized Treatments, such as sex offender services and/or Risk Assessment evaluations, for individuals who have co-occurring disorders, are in need of sex offender treatment, or have other court mandated



treatments.

- 2.9.18. Wellness Management that includes, but is not limited to, access to services and activities such as the "Healthy Choices-Healthy Changes" designed to improve physical health, and provide smoking cessation programs.
 - 2.10. The Contractor shall ensure access to **Primary Care Doctors**. The Contractor shall:
 - 2.10.1. Assist the client with securing a local primary care physician (PCP) of the client's choosing, within thirty (30) days from the effective date of the contract, for all of the Transitional Housing Program Services clients.
 - 2.10.2. Coordinate the residents care with the PCP.
 - 2.10.3. Exchange health information at regular intervals with the written consent of the individual or guardian.
 - 2.11. The Contractor shall **Coordinate Care with the Legal System**. The Contractor shall:
 - 2.11.1. Assess the legal commitment status of individual residing in the program.
 - 2.11.2. Provide for the continuation of the commitment via the proper legal process, as appropriate.
 - 2.12. Provide coordination of care with the legal system when indicated, including the NH Department of Corrections, and the NH Attorney General's Office.
 - 2.13. The Contractor shall abide by He-M 300, Clients Rights.
- 3. Quality Assurance**
- 3.1. The Contractor shall perform, or cooperate in the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department, within timeframes specified by the Department, in order to insure the efficient and effective administration of the Medicaid program.
 - 3.2. The Contractor shall maintain detailed consumer records as required by New Hampshire Administrative Rule He-M 408. In the event that a Transitional Housing Program Services consumer becomes an inpatient at NHH, the Contractor shall be deemed in compliance with New Hampshire Administrative Rule He-M 408, if the consumer's inpatient status is noted in the record; and
 - 3.3. The Contractor shall submit all data needed to comply with federal reporting requirements to the Department within ten (10) business days of receiving such a request.
- 4. Clients' Contribution for Clothing, Food and Housing**
- 4.1. The Contractor shall establish a policy in which the agency works with the client on establishing a clothing and food allowance based on the client's income.
 - 4.2. The Contractor shall provide the written policy in Section 4.1, above to the Department within 30 business day of contract effective date.
 - 4.3. The Contractor shall collect a maximum of 30% of income from each consumer, which shall be applied toward the consumer's cost of clothing, food, and housing.
 - 4.4. The Contractor shall provide the process and method for calculating, collecting



accounting for the consumer's contribution in Section 4.1, above, and share of expenditures as well as the methodology and policies regarding maintaining records for collections and expenses.

- 4.5. The Contractor shall ensure client contribution policies, processes and methods are designed to best support the client's return to independent living while providing a reasonable and responsible client contribution toward the client's clothing and food costs.
- 4.6. The Contractor shall ensure clients without income are not denied entry to the program due to the lack of ability to provide a client contribution.
- 4.7. The Contractor shall ensure client funds in excess of client contribution, if maintained by the Contractor, are kept separate from program operations revenues and expenses, and in client specific individual accounts.
- 4.8. The Contractor shall ensure policies address steps taken to support the client in being prepared for a rent increase and how to manage that increase upon discharge.

5. Staffing

5.1. The Contractor shall ensure staffing includes, but is not limited to:

5.1.1. One (1) Medical Director who:

- 5.1.1.1. Possesses a valid license to practice medicine in the United States.
- 5.1.1.2. Possesses a valid license to practice medicine in New Hampshire; and meet the requirements of RSA 135-C: 2, XIII.
- 5.1.1.3. Is board eligible or board certified in psychiatry according to the regulations of the American Board of Psychiatry and Neurology, Inc., or its successor organization at the time of hiring.
- 5.1.1.4. Maintains board eligibility or certification throughout his/her tenure as medical director.

5.1.2. One (1) Administrator or Director who shall be responsible for the day-to-day management, supervision, and operation of the residence.

5.1.3. One (1) Registered Nurse, licensed in accordance with RSA 326-B, who shall be responsible for the overall delivery and supervision of nursing services.

5.1.4. One (1) Nurse Trainer who shall abide by NH Administrative Rule He-M 1201 and He-M 1202 who is responsible for supervision of any staff member who is authorized to administer medications.

5.1.5. A sufficient number of personnel to provide nursing services, consisting of registered nurses, licensed practical nurses, and other staff. Nurses shall be registered as required by RSA 326-B.

5.1.6. A sufficient number of direct care personnel to meet the 24-hour scheduled and unscheduled needs of the clients in accordance with the clients' individual service plans. The Contractor shall have a minimum of one (1) direct staff member per residence per shift when a consumer is occupying the residence.

5.2. The Contractor's Clinical staff working within the Transitional Housing Program



Services shall be certified in the administration of the Adult Needs and Strengths Assessment (ANSA) using either the State web based training and certification program or attendance at a State sponsored training.

- 5.3. The Contractor shall provide copies of the staff certificates to the Department upon request.
- 5.4. The Contractor shall provide a staffing contingency plan to the Department that includes, but is not limited to:
 - 5.4.1. The process for replacement of personnel in the event of loss of personnel.
 - 5.4.2. Allocation of additional resources in the event of inability to meet any performance standard.
 - 5.4.3. Discussion of time frames necessary for obtaining replacement personnel.
 - 5.4.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience.
 - 5.4.5. Method of bringing replacements/additions up-to-date regarding obligations identified in this Agreement.
- 5.5. Staffing qualifications must meet NH Administrative rule requirements for both He-M 426 and He-M 500.

6. Emergency Response Plan

- 6.1. The Contractor shall provide an Emergency Plan for Department approval within ten (10) days from the contract effective date, for clients in the event of a natural, intentional or accidental incident or threat that affects the clients' health and safety.

7. Meetings & Reporting

- 7.1. The Contractor shall meet with the Department at least quarterly, or as requested by the Department, at a mutually agreeable location to review the client progress towards independent living.
- 7.2. The Contractor shall submit quarterly (January through March, April through June, July through September, and October through December) reports to the Department by the 15th of the month following the quarter, which shall include but not be limited to:
 - 7.2.1. The number of people referred and admitted to Transitional Housing Program Services;
 - 7.2.2. The number of people discharged from the Transitional Housing Program Services; and
 - 7.2.3. The number of people transitioned into the community.
- 7.3. The Contractor shall submit monthly reports to the Department that include the Balance Sheet and Profit and Loss Statement for the Contractor in order to continually evaluate the Contractor's fiscal integrity. The Contractor shall:
 - 7.3.1. Ensure the Profit and Loss Statement includes a budget column allowing for budget-to-actual analysis.
 - 7.3.2. Ensure statements are submitted within thirty (30) days after each month end and be based on the accrual method of accounting and include the



Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this contract.

8. Performance Measures

- 8.1. The Contractor shall report the following performance measures on a quarterly basis or through yearly chart audits utilizing a form developed by the Department:
- 8.1.1. Re-admission rates to both NHH and Emergency Departments for individuals being served.
 - 8.1.2. Employment status upon exit versus entry.
 - 8.1.3. Time between referral and admission.
 - 8.1.4. Time for individuals to transition from THS to community based living and services.
 - 8.1.5. Smoking status upon admission and discharge.
 - 8.1.6. Evidence of care coordination.
 - 8.1.7. Evidence of client involvement in development of care (or treatment) and crisis plans.
 - 8.1.8. Level of outside agency activities provided and individual's engagement in these.

9. Deliverables

- 9.1. The Contractor shall provide documentation of demonstrated development and implementation of collaborative relationships detailed in Section 2.4.4, above, no later than thirty (30) days from the contract effective date.
- 9.2. The Contractor shall submit a transitional plan to the Department for approval within thirty (30) days from contract effective date, to transition clients back into the community, as specified in Section 2.7, above.
- 9.3. The Contractor shall provide policies, procedures and methodologies to meet the requirements of Section 4, above, to the Department no later than ten (10) business days from the contract effective date.
- 9.4. The Contractor shall provide the staffing contingency plan described in Section 5.4 within thirty (30) days of the contract effective date.
- 9.5. The Contractor shall provide the Emergency Response Plan in Section 6, above, to the Department for review and approval no later than ten (10) days from the Contract effective date.
- 9.6. The Contractor shall enter data from the Adult Needs and Strengths Assessments (ANSAs) in Section 5.2 into the Department's data collection system within five (5) days of completing each assessment.
- 9.7. The Contractor shall provide written processes for referrals, admissions and evaluations and discharges outlined in Section 2.3 and Section 2.4 to the Department no later than thirty (30) days from the contract effective date.



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

1. Medication Administration.

- 1.1. Administration of medications to individuals shall be performed by authorized providers or licensed persons only.
- 1.2. All individuals shall be initially assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine the level of support needed specific to medication administration.
- 1.3. The assessment pursuant to (b) above shall include the individual's:
 - 1.3.1. Medication orders and medications prescribed;
 - 1.3.2. Health status and health history;
 - 1.3.3. Ability to self-medicate
 - 1.3.4. Ability to understand
- 1.4. If a guardian with authority regarding health care decisions has been appointed for an individual, the "Community mental health provider" shall obtain the consent of the guardian prior to the administration of medications.
- 1.5. Authorized providers shall administer only those medications for which there is a medication order.
- 1.6. Authorized providers shall maintain a copy of each individual's medication orders in the individual's record.
- 1.7. Authorized providers shall administer PRN medication in accordance with:
 - 1.7.1. A medication order; and
 - 1.7.2. A PRN protocol approved by the prescribing practitioner or the nurse trainer that includes:
 - 1.7.2.1. The specific condition(s) for which the medication is given;
 - 1.7.2.2. A maximum daily dosage; and
 - 1.7.2.3. Any special instructions.
- 1.8. Authorized providers shall administer medications only to the individuals to whom they are regularly assigned or about whom they have current knowledge relative to their medication regimes.
- 1.9. Information specific to each medication shall be obtained by the authorized provider prior to administration of medications, including, at a minimum:
 - 1.9.1. The purpose and effect(s) of the medication;
 - 1.9.2. Response time of the medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 1.9.3. Possible side effects, adverse reactions, and symptoms of overdose;
- 1.9.4. Possible medication interactions; and
- 1.9.5. Special storage or administration procedures.
- 1.10. In the event of discovery of a medication occurrence, an authorized provider shall:
 - 1.10.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.10.2. Document each medication occurrence within 8 hours of discovery of the occurrence; and
 - 1.10.3. Forward the documentation to the nurse trainer within one business day.
- 1.11. In the event of medication refusal, the authorized provider shall:
 - 1.11.1. Consult immediately with a licensed person concerning any actions to be taken;
 - 1.11.2. Document each medication occurrence pursuant within 8 hours of discovery of the refusal; and
 - 1.11.3. Forward the documentation to the nurse trainer within one business day.
- 1.12. In those cases where an individual has a history of medication refusal, immediate consultation and documentation pursuant to Section 1.11 above shall not be necessary if a protocol has been developed by the individual's treatment team that includes the actions to be taken to address the refusal and has been approved by the prescribing practitioner and, if applicable, guardian.
- 1.13. Copies of medication occurrence and medication refusal reports shall be maintained in the quality improvement office at the "Community mental health provider".

2. Self-Medication.

- 2.1. Individuals who wish to take their own medications, with their guardians' approval, if applicable, shall be determined to be self-medicating by a licensed physician, A.R.N.P., physician assistant, or nurse trainer if they demonstrate the ability to:
 - 2.1.1. Identify each medication;
 - 2.1.2. Indicate the purpose of each medication;
 - 2.1.3. Indicate the dosage, frequency, time and route of administration for each medication;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 2.1.4. Demonstrate an understanding of the potential consequences of not taking the medication or of not taking the medication properly;
- 2.1.5. Indicate circumstances for which assistance should be sought from licensed persons; and
- 2.1.6. Seek assistance, if needed, from licensed persons.
- 2.2. If individuals do not demonstrate the ability to self-medicate pursuant to Section 2.1, above but wish to receive education regarding self-medication, then:
 - 2.2.1. The individual service plan shall document the individual's need for such education;
 - 2.2.2. The education shall precede self-medication and include, minimally, the components outlined in Section 2.1.1 through Section 2.1.6, above; and
 - 2.2.3. Until an individual demonstrates the capability to self-medicate, the individual receiving education shall be directly supervised by a licensed person or an authorized provider when taking medications to prevent medication occurrences.
- 2.3. If an individual's physical or mental health declines such that his or her ability to self-administer is affected, the individual shall be re-assessed by a licensed physician, A.R.N.P., physician assistant, or nurse trainer to determine his or her continued capability to self-medicate.
- 2.4. Documentation by the nurse trainer and, if applicable, guardian approval of self-medication ability shall be maintained in the individual's record at the community residence.

3. Training and Authorization of Providers.

- 3.1. Providers who request training to be authorized to administer medications shall complete a training program that:
 - 3.1.1. Consists of a minimum of 8 hours of classroom training, exclusive of testing or nurse trainer competency evaluation;
 - 3.1.2. Is conducted by a nurse trainer; and
 - 3.1.3. Covers the following topics:
 - 3.1.3.1. The role, responsibilities and performance of the authorized provider in the medication administration process;
 - 3.1.3.2. Principles of emergency response;
 - 3.1.3.3. Effective health care coordination;



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 3.1.3.4. Rights regarding accepting or refusing medications;
- 3.1.3.5. Principles of infection control as they relate to medication administration;
- 3.1.3.6. Anatomy and physiology as they relate to medication administration;
- 3.1.3.7. Common reactions to medications;
- 3.1.3.8. Categories of medications and their effects;
- 3.1.3.9. Effective management of poisoning or medication overdose;
- 3.1.3.10. Storage and disposal of medications;
- 3.1.3.11. Communications with individuals and if applicable, their guardians, about their medications;
- 3.1.3.12. The 6 principles of medication administration including:
 - 3.1.3.12.1. The correct medication;
 - 3.1.3.12.2. The correct dosage of the medication;
 - 3.1.3.12.3. The medication to the correct individual;
 - 3.1.3.12.4. The medication at the correct time;
 - 3.1.3.12.5. The medication to the individual by the correct method; and
 - 3.1.3.12.6. The accurate documentation;
- 3.1.3.13. Methods of administration, including:
 - 3.1.3.13.1. Oral;
 - 3.1.3.13.2. Topical;
 - 3.1.3.13.3. Inhalant;
 - 3.1.3.13.4. Sublingual;
 - 3.1.3.13.5. Transdermal;
 - 3.1.3.13.6. Nasal;
 - 3.1.3.13.7. Ocular;
 - 3.1.3.13.8. Auricular;
 - 3.1.3.13.9. Vaginal;
 - 3.1.3.13.10. Rectal; and



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

- 3.1.3.13.11. When indicated by the needs of the individual:
 - 3.1.3.13.11.1. Subcutaneous;
 - 3.1.3.13.11.2. Intramuscular, only if epinephrine via auto injector; and
 - 3.1.3.13.11.3. Enteral; and
- 3.1.3.14. Methods of documenting:
 - 3.1.3.14.1. The administration of medications;
 - 3.1.3.14.2. The use of controlled substances; and
 - 3.1.3.14.3. Medication occurrences.
- 3.2. To be authorized to administer medications, providers shall have:
 - 3.2.1. Completed a minimum of 8 hours of classroom training as set forth as set forth in Section 3.1, above;
 - 3.2.2. Scored 80% or higher, on a written examination based on the information conveyed to them in the training referenced in Section 3.1, above; and
 - 3.2.3. Demonstrated knowledge of the following pertaining to each individual's medication(s):
 - 3.2.3.1. The name of the medication;
 - 3.2.3.2. The reason for its use;
 - 3.2.3.3. Any side effects or adverse reactions; and
 - 3.2.3.4. Any special instructions such as giving certain fluids, checking pulse rate or monitoring blood levels; and
 - 3.2.4. Following direct observation by a nurse trainer, been found appropriate, pursuant to Nur 404.06(b)-(f), to be authorized to administer medications.
- 3.3. Authorization pursuant to Section 3.2, above shall be valid for one year from the date of issuance.
- 3.4. Whenever a change in an individual's medication occurs or a new individual begins to receive services, the nurse trainer shall educate the authorized provider according to "Training and Authorization of Providers" section above.
- 3.5. Re-authorization of an authorized provider shall:
 - 3.5.1. Follow a nurse trainer's direct observation of the provider in the administration of medication;



- 3.5.2. Be performed in accordance with Nur 404.06(b)-(f), as applicable; and
- 3.5.3. Be valid for a period of 12 months from the date of issuance.
- 3.6. Documentation of authorization pursuant to Section 3.2.4, above and Section 3.5, above shall be maintained by the nurse trainer for each authorized provider.
- 3.7. Authorization of providers to administer medication shall be rescinded pursuant to Nur 404.06(g)-(h). Authorization shall be reinstated pursuant to this Section 3; Training and Authorization of Providers.

4. Documentation.

- 4.1. For each individual for whom medications are administered, an authorized provider shall maintain documentation of medication administration that includes:
 - 4.1.1. The name of the individual;
 - 4.1.2. If applicable, the guardian's name and contact information;
 - 4.1.3. Emergency contacts;
 - 4.1.4. Allergies, if applicable; and
 - 4.1.5. For each medication prescribed:
 - 4.1.5.1. The name of the individual;
 - 4.1.5.2. The dosage;
 - 4.1.5.3. The frequency of administration;
 - 4.1.5.4. The route of administration;
 - 4.1.5.5. The date and time of administration;
 - 4.1.5.6. The order date; and
 - 4.1.5.7. Special considerations in taking the medication, if applicable, as directed by the prescribing practitioner or the pharmacist.
- 4.2. Documentation of medication administration shall be completed by the authorized provider at the time medications are administered.
- 4.3. Each authorized provider who administers medications to an individual shall enter his or her full signature, credentials and initials in a section designated for such purpose in the individual's current medication log.
- 4.4. When a PRN medication is administered, documentation shall be pursuant to Section 4.1, above and also include the reason for administration and the medication's effectiveness.



Exhibit A-1 -
Administration of Medications in the Transitional Housing Program

- 4.5. When a controlled drug is prescribed for an individual, the authorized provider shall maintain an inventory that includes:
 - 4.5.1. The name of the individual;
 - 4.5.2. The name of the prescribing practitioner;
 - 4.5.3. The name of the drug and strength;
 - 4.5.4. The amount used;
 - 4.5.5. Amount remaining;
 - 4.5.6. The time and date administered;
 - 4.5.7. The name and credentials of the person who administered the medication;
 - 4.5.8. Documentation of a daily count; and
 - 4.5.9. If applicable, documentation of disposal in the presence of 2 people, at least one of whom is a licensed person.
- 4.6. An authorized provider shall document:
 - 4.6.1. Each medication occurrence upon discovery; and
 - 4.6.2. An individual's refusal to take medications, except as noted in Section 1, Medication Administration, Subsection 1.12.
- 4.7. Documentation required pursuant to Section 4.6 above shall, at a minimum, include the following:
 - 4.7.1. The individual's name;
 - 4.7.2. The date and time of the occurrence or refusal;
 - 4.7.3. The drug name, dosage, frequency, route of administration and prescribing practitioner;
 - 4.7.4. A description of the occurrence or refusal;
 - 4.7.5. The date and time of notification of a licensed person
 - 4.7.6. Actions recommended by the licensed person;
 - 4.7.7. Actions taken by the authorized provider; and
 - 4.7.8. The date and time of notification of a nurse trainer.
- 4.8. Changes in medication orders shall be documented on the medication log by licensed persons or authorized providers.
- 4.9. The authorized provider shall report all changes in medication orders to the nurse trainer.
- 4.10. The authorized provider shall note, in the medication log, any medication withheld and the reason(s) the medication was withheld.



Exhibit A-1 –
Administration of Medications in the Transitional Housing Program

4.11. The requirements of Sections 4.1 through Section 4.9, above shall not apply to individuals who self-medicate.

5. Storage of Medications.

5.1. All medications to be administered by an authorized provider shall be kept in a locked container, cabinet or closet.

5.2. All controlled drugs to be administered by the authorized provider, except as noted in Section 6.3, below, shall be stored in a locked compartment within a locked container, cabinet or closet.

6. Quality Review.

6.1. A registered nurse or licensed practical nurse shall, at least monthly, review the following for all individuals whose medications are administered by authorized providers:

6.1.1. Documentation that the provider administering the medication(s) holds a current authorization;

6.1.2. Medication orders and PRN protocols;

6.1.3. Medication labels and medications listed on the medication log to ensure that they match prescribing practitioner's orders;

6.1.4. Medication logs to ensure that documentation indicates:

6.1.4.1. That medication was administered as prescribed;

6.1.4.2. Refusal by the individual to take medication, if applicable;

6.1.4.3. Any medication occurrences; and

6.1.4.4. The full signatures and credentials of all persons who initial the log; and

6.1.5. Medication storage to ensure compliance with Section 5, Storage of Medication.

6.2. Reviews pursuant to Section 6.1, above shall be documented, dated and signed by the nurse and retained for at least 6 years by the community mental health program.

7. Designation of Nurse Trainers.

7.1. The director shall, upon request, grant designation as a nurse trainer to nurses who:

7.1.1. Have a license as a registered nurse in the State of New Hampshire that is current and unencumbered;



- 7.1.2. Have 2 years of licensed nursing experience, at least one of which has been as a registered nurse, within the past 5 years; and
- 7.1.3. Have completed a 6 hour orientation program conducted by the division of behavioral health.
- 7.2. The director shall, upon request, grant 45 day conditional designation as a nurse trainer to nurses who fulfill the requirements of Section 7.1.1 and Section 7.1.2, above but have not yet completed the orientation required by Section 7.1.3, above.
- 7.3. A nurse granted conditional designation shall not authorize or re-authorize providers to administer medications but may supervise currently authorized providers.

8. Medication Quality Review.

- 8.1. The medical director shall review information submitted pursuant to Section 8.3, below.
- 8.2. A nurse trainer from the community mental health provider shall annually submit a report to the program's director of quality assurance that includes the following:
 - 8.2.1. The program name;
 - 8.2.2. The dates during which information was collected and the number of individuals served;
 - 8.2.3. The name, license number, and license expiration date of the nurse trainer;
 - 8.2.4. The date on which the nurse trainer received his or her training and authorization as a trainer;
 - 8.2.5. The number of hours of supervision provided by the nurse trainer per month;
 - 8.2.6. The number of providers trained and number of authorized providers retrained within the particular reporting period;
 - 8.2.7. The total number of providers authorized to administer medication within CMHC programs as of the date of the report;
 - 8.2.8. The total number of medication occurrences listed by specific medication(s) involved, type, frequency, and the corrective action taken;
 - 8.2.9. The number of department-issued "medication Administration" related certification deficiencies documented for the setting pursuant to He-M 1002.13;
 - 8.2.10. Any medication related waiver for the setting, if any;



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Administration of Medications in the Transitional Housing Program

- 8.2.11. A narrative summary of the factors which affected the administration of medication; and
- 8.2.12. The signature of the nurse trainer completing the form and the date on which the report is submitted.
- 8.3. The quality assurance director from the community mental health provider shall report annually on the agency's performance in medication administration to the division. The report shall summarize the content of the nurse trainer's report.
- 8.4. The medical director shall review the reports submitted pursuant to Section 8.3, above and recommend to the director that corrective action be taken by those community residences that, as demonstrated by the reports, have failed to comply with the provisions of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs. The recommendations shall identify areas of non-compliance and suggest corrective action to be taken.
- 8.5. The director shall review all recommendations for corrective action made pursuant to Section 8.4, above. For the community mental health provider for which corrective action has been suggested, the director shall require such corrective action to be taken. Corrective action shall be designed to result in an agency's compliance with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 8.6. The community mental health provider that is in receipt of a requirement for corrective action shall, within 30 days of such receipt, forward a corrective action plan to the medical director and begin implementation of such plan.

9. Revocation:

- 9.1. Under the following circumstances, the director shall revoke the designations of those nurse trainers and authorizations to administer medications of those providers in community mental health provider where corrective action has been required:
- 9.1.1. A community mental health provider fails to submit a corrective action plan
- 9.1.2. A community mental health provider submits a corrective action plan which fails to satisfy the criteria specified by the medical director or his or her designee or
- 9.1.3. The community mental health provider fails to implement a corrective action plan.
- 9.2. Revocation shall only occur following the provision of 30 days' written notice. Such written notice shall state the reasons for the revocation and inform the community mental health provider that it may appeal.



Exhibit A-1 –
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the decision. If an appeal of the decision is filed, the revocation shall be postponed pending final action by the director.

- 9.3. The division shall withdraw a notice of revocation if, within the notice period, the community mental health provider complies with or, in the judgment of the director or designee, has made progress toward complying with this Exhibit A-1, Administration of Medications in the Transitional Housing Programs.
- 9.4. A request for appeal shall be submitted in writing to the director within 10 days following the date of the notification of revocation of authorization of a provider to administer medication or designation of a nurse trainer.
- 9.5. The director shall immediately forward the request to the administrative appeals unit so that an appeal proceeding can be scheduled.
- 9.6. Appeals shall be conducted in accordance with He-C 200.

10. He-M 1202.13 Waivers.

- 10.1. A provider or community mental health provider may request a waiver of specific procedures outlined in this Exhibit A-1, Administration of Medications in the Transitional Housing Programs, in writing, from the department.
- 10.2. A request for waiver shall include:
 - 10.2.1. A specific reference to the section of this Exhibit A-1, Administration of Medications in the Transitional Housing Programs for which a waiver is being sought;
 - 10.2.2. A full explanation of why a waiver is necessary;
 - 10.2.3. A full explanation of alternative provisions or procedures proposed by the community mental health provider or individual;
 - 10.2.4. If the setting is certified, the date of certification;
 - 10.2.5. Signature of the individual(s) or legal guardian(s) indicating agreement with the request; and
 - 10.2.6. Signature of the community mental health provider executive director or designee recommending approval of the waiver.
- 10.3. No provision or procedure prescribed by statute shall be waived.
- 10.4. The director shall grant the waiver if he or she determines that the alternative proposed meets the objective or intent of the rule and does not negatively impact the health or safety of the individual(s).
- 10.5. Upon receipt of approval of a waiver request, the community mental health provider, the provider or individual's subsequent compliance



Exhibit A-1 -
Administration of Medications in the Transitional Housing Program

with the alternative provisions or procedures approved in the waiver shall be considered compliance with the rule for which waiver was sought.

- 10.6. Waivers shall be granted in writing for a specific duration not to exceed one year.
- 10.7. A provider, a community mental health provider or individual may request a renewal of a waiver from the department. Such request shall be made at least 90 days prior to the expiration of a current waiver and shall not exceed one year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded with 100% General Funds.
2. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item identified in Exhibit B-1, Budget.
 - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 4.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
Bureau of Mental Health Services
105 Pleasant Street
Concord, NH 03301
Email addresses: Tanja.Godtfredsen@dhhs.nh.gov
 - 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Budget

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

Bidder/Program Name: Community Partners

Budget Request for: Transitional Housing & Community Residences

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS annual share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 460,480.00	\$ 72,831.00	\$ 533,311.00	\$ 414,102.40	\$ 49,632.20	\$ 463,734.60	\$ 244,377.80	\$ 22,668.71	\$ 267,046.51
2. Employee Benefits	\$ 317,584.00	\$ 35,082.00	\$ 352,666.00	\$ 200,353.31	\$ 24,042.40	\$ 224,395.71	\$ 117,234.89	\$ 11,025.80	\$ 128,260.69
3. Consultants									
4. Equipment:									
Rental	\$ 2,400.00	\$ 750.00	\$ 3,150.00				\$ 2,400.00	\$ 750.00	\$ 3,150.00
Repair and Maintenance	\$ 3,000.00	\$ 500.00	\$ 3,500.00				\$ 3,000.00	\$ 500.00	\$ 3,500.00
Purchase/Depreciation	\$ 2,000.00		\$ 2,000.00					\$ 2,000.00	\$ 2,000.00
5. Supplies:									
Educational	\$ 1,200.00		\$ 1,200.00				\$ 1,200.00		\$ 1,200.00
Lab									
Pharmacy									
Medical	\$ 1,000.38		\$ 1,000.38				\$ 1,000.38		\$ 1,000.38
Office	\$ 500.00	\$ 2,600.00	\$ 3,100.00				\$ 500.00	\$ 2,600.00	\$ 3,100.00
6. Travel	\$ 10,800.00	\$ 3,000.00	\$ 13,800.00	\$ 8,480.00	\$ 1,000.00	\$ 9,480.00	\$ 4,320.00	\$ 2,000.00	\$ 6,320.00
7. Occupancy	\$ 91,000.00	\$ 8,000.00	\$ 99,000.00	\$ 18,272.00		\$ 18,272.00	\$ 74,728.00	\$ 8,000.00	\$ 82,728.00
8. Current Expenses									
Telephone	\$ 9,000.00	\$ 4,000.00	\$ 13,000.00				\$ 9,000.00	\$ 4,000.00	\$ 13,000.00
Postage		\$ 50.00	\$ 50.00					\$ 50.00	\$ 50.00
Subscriptions									
Audit and Legal		\$ 2,000.00	\$ 2,000.00					\$ 2,000.00	\$ 2,000.00
Insurance	\$ 2,500.00	\$ 500.00	\$ 3,000.00				\$ 2,500.00	\$ 500.00	\$ 3,000.00
Board Expenses									
9. Software	\$ 750.00	\$ 1,500.00	\$ 2,250.00				\$ 750.00	\$ 1,500.00	\$ 2,250.00
10. Marketing/Communications									
11. Staff Education and Training	\$ 8,000.00	\$ 500.00	\$ 8,500.00				\$ 8,000.00	\$ 500.00	\$ 8,500.00
12. Subcontractor/Agreements									
13. Other (specific details mandatory):	\$ 500.00		\$ 500.00	\$ 200.00		\$ 200.00	\$ 300.00		\$ 300.00
Staff background check/employment physicals									
TOTAL	\$ 1,182,718.38	\$ 132,198.00	\$ 1,314,916.38	\$ 636,467.71	\$ 74,674.60	\$ 711,142.31	\$ 483,310.68	\$ 37,334.33	\$ 520,645.01

Indirect As A Percent of Direct

12.0%

Exhibit B-1 Budget
Community Partners
RFA-2018-08H-02-TRANS

Contractor Initials: **K.R**
Date: **9/1/18**



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

9/11/18
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners



Name: Kathleen Boisclair
Title: President

9/11/18
Date



**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



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 (11)(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:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners


Name: Kathleen Boisclair
Title: President

9/11/18
Date



**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

K.R.

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

9/11/18

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.

9/14/18
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

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

Contractor Initials

K. B.

Date

9/14/18



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

9/11/18
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

9/12/18
Date

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

Name of the Contractor
[Signature]
Signature of Authorized Representative

Kathleen Boisclair
Name of Authorized Representative

President
Title of Authorized Representative

9/11/18
Date



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

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

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

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

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

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

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

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

9/11/18
Date

Kathleen Bolsclair
Name: Kathleen Bolsclair
Title: President



FORM A

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

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year; did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____

K.B.
Date 9/11/18



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov