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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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September 30, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation to enter into a grant agreement with Behavioral Health & Developmental Services of Strafford County, Inc., Dover, New Hampshire (Vendor Code 177278), in an amount not to exceed \$100,000, to support the Project SEARCH training program to individuals with developmental and intellectual disabilities, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funds to support this request are available in the account titled VR Field Programs Federal in FY 2021 as follows:

	<u>FY 2021</u>
06-56-56-565010-25380000-102-500731	\$100,000
Contracts for Program Services	

EXPLANATION

Behavioral Health & Developmental Services of Strafford County, Inc. has been the provider of the Project SEARCH (PS) Seacoast program since 2012. The Project SEARCH program is a sector-based training program for individuals with developmental and intellectual disabilities with an extremely successful placement rate. The Seacoast program was honored with a national award in 2018/2019 due to a 100% placement rate for the participants.

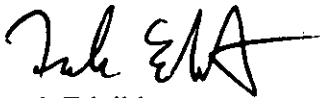
Behavioral Health & Developmental Services of Strafford County, Inc. has a full spectrum of behavioral health and developmental services for residents of Strafford County. Services include: health & wellness and life skills activities, case management, residential programs, supported employment, service link and many more for children, families, adolescents, adults and elders. From 2012 – 2020, 51 graduates have been placed with over 25 different local companies. Companies include: CVS, Newick's Lobster House, FCI Federal, Christmas Tree Shops, Hannaford, St. Anne Long Term Care, Holiday Inn, Staples, Home Depot, Market Basket, Portsmouth Regional Hospital, Regal Cinemas, Fairfield Inn and Port City Pretzel.

Due to the employment status of these individuals, the level of Medicaid funded day services diminishes, and in some cases is not needed at all. The average Medicaid funded day program for an individual is \$40,000 per year. The typical graduating class would have 2 individuals who are employed full time and 5 employed part time which would lead to an annual Medicaid savings of \$180,000. Over a 5 year period that would be a Medicaid savings of \$900,000 for one year of Project SEARCH graduates. In addition this group of individuals who are working successfully will be paying taxes and are contributing members of their community.

Behavioral Health & Developmental Services of Strafford County, Inc. has been offering the Project SEARCH program with great success. This program is vital to the participants who are learning how to function in the employment sector and find meaningful work and fulfillment in their lives. Employment is a critical part of society and life for all individuals. Project SEARCH has developed participants into successful tax-paying citizens with futures full of independence and opportunities.

Should Federal Funds become unavailable, General Funds will not be requested to support this project.

Respectfully Submitted,







Frank Edelblut
Commissioner of Education

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Education		1.2. State Agency Address 21 S. Fruit Street, Suite 20, Concord, NH 03301	
1.3. Grantee Name Behavioral Health & Developmental Services of Strafford County, Inc.		1.4. Grantee Address 113 Crosby Road Dover, NH 03820	
1.5. Grantee Phone # 603-516-9300	1.6. Account Number See Exhibit B	1.7. Completion Date 12/31/2021	1.8. Grant Limitation \$100,000
1.9. Grant Officer for State Agency Lisa Hlnson-Hatz		1.10. State Agency Telephone Number 603-419-0086	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Kathleen Boisclair, President	
1.13. Acknowledgment: State of New Hampshire, County of <u>Strafford</u> , on <u>Oct 1st 2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) N/A Due to COVID 			
1.13.2. Name & Title of Notary Public or Justice of the Peace N/A Due to COVID <u>Darlene E. Roach, Notary Public</u>			
1.14. State Agency Signature(s)  10-6-20		1.15. Name & Title of State Agency Signor(s) Frank Edelblut, Commissioner	
1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)  By: Christopher Bond Assistant Attorney General, On: <u>10/17/20</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</u>			

2. SCOPE OF WORK: In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"); shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services

The Behavioral Health & Developmental Services of Strafford County, Inc. grantee will ensure the Project SEARCH Program will follow the Project SEARCH national model standards and will adhere to the National Fidelity Model. Each program site has a licensing agreement signed with Project SEARCH Cincinnati through Cincinnati Children's Medical Center. The program will prepare and place students in competitive, integrated employment where they are successful and contributing members of their community. This will be achieved through developing a strong collaboration with area businesses, internship sites and students. Program guidance will be provided by maintaining clearly defined roles and responsibilities, regular meetings, clear communication and strategic planning.

Services Provided

1. Oversee and coordinate the seacoast Project SEARCH program, in alignment with the national Project SEARCH model.
2. Employ and contract with key staff, trainers and administrators of Project SEARCH.
3. Support students through each phase of the process:
 - a. Eligibility, acceptance and enrollment,
 - b. Curriculum,
 - c. Classroom participation,
 - d. Internship rotation,
 - e. Graduation,
 - f. Job placement,
 - g. Building relationships at internship sites, and
 - h. Supported employment post-graduation
4. Analyze student's abilities for success in the program.
5. Enable students to achieve competitive, integrated employment opportunities at the host business or in the community.
6. Provide ongoing supervision and support of worksite internship trainers and teachers.
7. Monitor trainers and teachers to ensure adherence to the SEARCH model.
8. Collaborate with business and intern partners to insure successful placements for students.
9. Plan and facilitate monthly meetings of the trainers and teachers to support supervision and to promote consistency in implementation of the model.
10. Participate in state-level Project SEARCH Oversight Committee meetings.
11. Collaborate and communicate with VR consistently, and on an as-needed basis.

Project SEARCH involves area partners in developing internship programs to assist individuals with an intellectual or developmental disability in attaining meaningful and competitive employment. Partners in the program include:

- Great Bay Community College (educational partner),
- Community Partners (area agency),
- Portsmouth Regional Hospital (host site), and
- New Hampshire Vocational Rehabilitation.

Interns receive support in finding a job as well as follow-along supports from the career trainer for a year after graduation.

EXHIBIT A CONTINUED

Interns participate in an hour and a half of classroom instruction and four hours of interning a day. Classroom curriculum includes a focus on Vocational Soft Skills, Skills to Pay the Bills, 411 on Disability Disclosure, Health Matters, Money Management, Professionalism in the Workplace, and How to Utilize Public Transit, in addition to the hands-on mentoring at each internship rotation.

Through classroom and internship training, students are required to develop competencies in various work-related areas depending on the internship involved.

- Program Competencies: (healthcare example)
 - o Understand the organization, structure and importance of the healthcare industry to be able to contribute to its goals and objectives.
 - o Understand the functions performed by different hospital departments in order to recognize the relationship between them.
 - o Understand HIPPA regulations in order to protect the rights of patients and clients.
 - o Understand the importance of safety and security in order to protect patients, visitors and staff to minimize potential risks to them.
 - o Understand the concepts and basic skills in sterilization processes to prevent the spread of infections and contagious diseases.
 - o Understand appropriate professional behavior in a healthcare facility to ensure patient satisfaction.
 - o Understand the terminology used in a hospital department in order to contribute to that department's operation.
 - o Understand the equipment operation required to successfully complete a job task.
 - o Understand the basic financial procedures required for success in personal and professional money management.
 - o Understand the employability skills necessary to achieve success in today's workplace.

Students participate in three internship rotations that last between 8 and 11 weeks. Internship Opportunities in the past have included:

- Operating Room Support,
- Food and Nutrition,
- Hotel Hospitality,
- Maintenance,
- Concierge,
- Housekeeping,
- Materials Handling and Distribution,
- Patient Transport,
- Pharmacy Support, and
- Clerical Office Support.

Current Internships are in the fields of healthcare, hospitality and educational settings. Current business partners providing internships are:

- Portsmouth Regional Hospital
- Great Bay Community College
- Fairfield Inn
- Community Partners

EXHIBIT A CONTINUED

DELIVERABLES AND TIMELINE

Program length is 36 weeks/9 months. This includes a three week orientation, three 10-week internships, and two transition weeks. Normal start date would be September, however Great Bay Community College (GBCC) has notified us that their start date will be delayed, given the current state of the COVID-19 Pandemic. We will adjust the semester accordingly and we will continue with remote learning until GBCC resumes under full operations.

Host location and internship rotation

Three, 10-week internship rotations spread over 36 – 40 weeks. Internships scheduled with Portsmouth Hospital may resume based on their re-opening plans for non-medical interns. Other internship opportunities have been developed to replace medical rotations if needed.

Job Development and Placement – information interviews

A Job Developer will meet with and observe the intern, periodically, during the Project SEARCH year to ensure the process is moving smoothly and will develop an employment plan by the beginning of the 3rd internship rotation.

Career training and supported employment

In addition to classroom training, interns will experience total immersion at the host business each program day for a minimum of 6 hours during the academic year. Interns receive orientation about the business and spend 60-90 minutes each day in the training classroom learning employability skills.

Graduation and Certification of Completion from Great Bay Community College

Interns attend commencement at the end of the 36 weeks and receive a certificate of completion from Great Bay Community College.

Post-Graduation supported employment

All interns will have a plan for long-term employment follow-along services before graduation. The plan will include a schedule of periodic check-ins with the employer and graduate post-graduation.

PROGRAM EVALUATION

Project SEARCH Seacoast is evaluated on program outcomes and employment data: number of students placed in paid employment opportunities and length of time in position. In addition, students evaluate both the faculty and course material.

Program Outcomes

- Provide twelve (12) students work readiness skills and on-site employment skills training.
- Place program graduates in entry level, high turnover positions that are non-stereotypical, complex and systematic.
- Develop employment accommodations and adaptations that maximize the skills of people with disabilities.
- Create inclusive employment environments that allow people with disabilities to maximize their talents.

EXHIBIT A CONTINUED

- Demonstrate to employers that employees with disabilities provide a high quality service at a competitive cost.
- Provide ongoing support at the workplace for employees who have disabilities.
- Provide ongoing support and technical assistance to business management with regards to their employees with disabilities.

Student Evaluations

Students evaluate the learning process on the following criteria:

FACULTY

1. Demonstrated knowledge of subject matter,
2. Communicated information in a matter that is easily understood,
3. Encouraged class participation and interaction,
4. Listened to and clearly responded to questions,
5. Demonstrated interest and enthusiasm for teaching, and
6. Class was organized and well run.

COURSE

1. Information presented matched your expectations,
2. Course length adequate for the amount of material,
3. Adequate lab and hands on or study time,
4. Worth attending - increased your understanding of this topic, and
5. Material relevant to your work and job functions.

Overall Average

- What did you like most about this program?
- What improvements would make this program better?
- What are three things you learned from this program?
- Comments: suggestions or ideas for future training.

EXHIBIT B

Method of Payment

Project SEARCH Seacoast Budget

Expenses	FY 2021
Tuition	\$32,400
Salary	\$35,000
Benefits & Taxes	\$16,110
Travel	\$450
Member Dues	\$300
Supplies	\$500
Technology for Students	\$8,000
Indirect Costs	\$7,240
Total	\$100,000

Limitation on Price: In no case shall the grant exceed \$100,000 for the term of the grant.

Funding Source: Funding for this grant is 100% Federal Funds in the following accounts:

06-56-56-565010-25380000-102-500731 FY 2021
VR Field Programs-Federal \$100,000

Method of Payment:

Payment will be made upon approval of the grant at the Governor and Council meeting. Invoices and reports shall be **electronically** submitted to: Lisa Hinson-Hatz, Administrator,

Lisa.Hatz@doe.nh.gov
Vocational Rehabilitation
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

EXHIBIT C

Special Provisions

Additional Exhibits D-G.

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials K.B.
Date 10/1/20

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials K.B.
Date 10/1/20

Exhibit F

Anti-Lobbying

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials K. B.
Date 10/1/20

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials: K.B.
Date: 12/1/20

State of New Hampshire

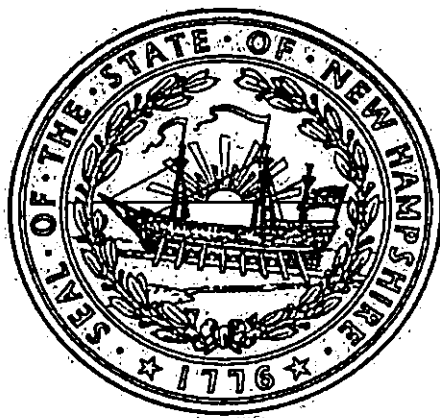
Department of State

CERTIFICATE

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

Business ID: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without a Seal)

I, Wayne Goss do hereby certify that:
(Name of the Clerk of the Corporation, cannot be signatory)

- (1) I am the duly elected clerk of Behavioral Health and Developmental Services of Strafford County Inc.,
d/b/a Community Partners _____
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the
Corporation duly held on October 1, 2020.
(date)

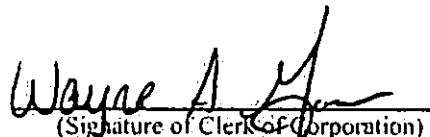
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through
its Department of Education.

RESOLVED: That Kathleen Boisclair _____ President _____
(Name of Contract Signatory) (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute
and all documents, agreements and other instruments, and any amendments, revisions, or modifications
thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the
1st day of October, 2020.
(day, month, yr) (must be same date as the contract date)
- (4) Kathleen Boisclair is the duly elected President of the corporation.
(name of contract signatory) (title of contract signatory)

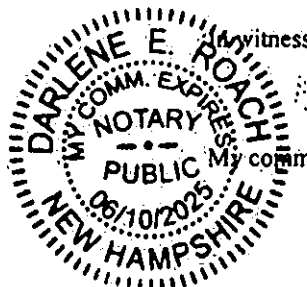
IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this
1st day of October, 2020.


(Signature of Clerk of Corporation)
Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On Oct. 1st, 2020, the foregoing instrument was acknowledged before me.

My witness whereof I hereunto set my hand and official seal.



My commission expires on:

Darlene E. Roach
Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2020

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

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


PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com	
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 NAIC # 18058 INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 AII/20-21 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		[REDACTED]	11/01/2019	11/01/2020	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 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> RETENTION \$ 10,000		[REDACTED]	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
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		[REDACTED]	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability		[REDACTED]	11/01/2019	11/01/2020	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 New Hampshire Vocational Rehabilitation 210 Commerce Way Portsmouth NH 03801		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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