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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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October 16, 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 **retroactive sole source** agreement with the Community Partners, 113 Crosby Road, Suite 1, Dover, NH 03802 to implement person-centered Healthcare Homes that will ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED), in an amount not to exceed \$408,191 to effective retroactively to October 1, 2018 upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Name	Address	Vendor ID#	Amount
Community Partners of Strafford County	113 Crosby Rd., Suite 1, Dover, NH 03802	177278	\$408,191
		TOTAL	\$408,191

Funds are available in the following account for State Fiscal Year 2019.

Community Partners (Vendor ID# 177278)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$408,191
			<i>Subtotal</i>	<i>\$408,191</i>

EXPLANATION

This request is **retroactive to October 1, 2018** because the grant funding was not accepted for expenditure until the October 3, 2018 Governor and Executive Council meeting.

This request is **sole source** because the grant application required the Department to name its partners, which are one (1) Community Mental Health Center (CMHC) that currently has working

relationships with Federally Qualified Health Center (FQHC), making them eligible to provide the service in accordance with the award from the Substance Abuse and Mental Health Administration (SAMHSA). The one (1) CMHC is ready and poised to participate in the project.

The Department received a grant award from SAMHSA beginning September 30, 2018 through September 30, 2023. These funds are entitled "ProHealth NH: New Hampshire Partnerships to Improve Health and Wellness for Young People with serious emotional disturbance (SED) and serious mental illness (SMI)." Funds in these agreements will be used to implement a person-centered Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED) in their region.

The targeted population for this project includes individuals from sixteen (16) to thirty-five (35) years of age who have been identified as more difficult to engage in health care services, with a focus on cultural and linguistic minorities who are not yet engaged health care services. The goal of the project is to provide integrated health care and wellness intervention to the target population, in conjunction with providing behavioral health care, within the currently established Community Mental Health Centers (CMHCs). Services will focus on screening, detection and treatment of physical health conditions with a goal of preventing future issues and increasing engagement in overall self-care.

This contract supports the integrated work among the CMHCs and their regional Federally Qualified Health Center (FQHC) to provide integrated mental health homes. Specific health conditions targeted are obesity and tobacco smoking.

The five (5) key strategies for implementation of this project include:

- Utilization of experienced mental health providers;
- Co-location and integration of services;
- Engagement in care with support of peer community health workers;
- Utilization of nurse care coordinators to ensure overall coordination of care; and
- Use of health mentors to provide support for tailored services and incentives.

Transitional age young people, some of whom perceive themselves as invulnerable, require interventions with different content and foci than those designed for adults. Adaptations of typical care can address this group's cognitive immaturity, difficulty with abstraction and planning for the future, distrust of authority, and focus on peers. The integrated care program will provide culturally competent integrated care to improve health and wellness of young people with SED and SMI.

The one (1) vendor has served on average 500 youth and young adults age sixteen (16) to thirty-five (35) with SED or SMI in 2016. The Department anticipates that almost half will be willing to enroll in the program, either because they do not have a primary care provider or they would prefer on-site, integrated care. It is expected that the Department will enroll more than the projected 250 participants into the ProHealth NH programs at the one (1) regional participating partners.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Increase in the proportion who receive a primary care visit each year;
- Increase in the proportion who receive health screening;
- Increase in the proportion who receive mental health screening;

- Increase in the proportion with health knowledge based on receiving health education for weight and tobacco;
- Increase in the proportion who engage in health behavior change activities, and
- Reduction in the number of young people who initiate smoking in year five (5) of the Contract compared to year one (1).

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, of each contract; the Department reserves the right to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, culturally competent integrated care for approximately 250 young people with SED and/or SMI may not be available in the Dover and Strafford County regions.

Area served: Dover and Strafford County.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: ProHealth NH: Partnerships to Improve Health and Wellness for Young People
 with SED and SMI (SS-2019-DBH-02-PROHE-01)


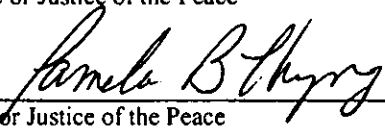
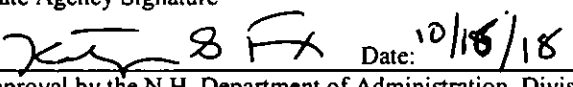
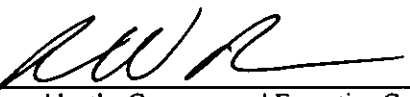
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Developmental Services of Strafford County, Inc. d/b/a Community Partners		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03802	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-095-092-922010-23400000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$408,191
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
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>10/11/2018</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 Thyng Grant Coordinator			
1.14 State Agency Signature  Date: <u>10/16/18</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
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>10/17/18</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 10/11/2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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.

Contractor Initials K. B.
Date 10/11/2018



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. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. For the purposes of this contract, the population served includes:
 - 1.4.1. Young adults, for the purpose of this contract defined as individuals eighteen (18) to thirty-five (35) years of age; and
 - 1.4.2. Youth, for the purpose of this contract defined as individuals sixteen (16) and seventeen (17) years of age.
- 1.5. Services under this contract shall be provided to the population in 1.4. to individuals in Strafford County, New Hampshire (Region IX).
- 1.6. The Contractor shall implement a person-centered Integrated Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services, through a multi-disciplinary team, to individuals with serious mental illness (SMI) and serious emotional disturbance (SED).

2. Scope of Work

- 2.1. The Contractor shall enter into an agreement with the Goodwin Community Health Federally Qualified Health Center (FQHC), to provide onsite, co-located primary care services.
- 2.2. The Contractor shall ensure that the FQHC is approved by the Health Resources & Services Administration (HRSA), Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location.
- 2.3. The Contractor shall ensure the Integrated Healthcare Home is tailored to individuals with SMI and SED, utilizing strategies of care that include, but are not limited to:



Exhibit A

- 2.3.1. Providing education to individuals regarding ProHealth NH.
- 2.3.2. Incorporating person-centered health and mental health screenings into individual treatment planning;
- 2.3.3. Updating individual treatment plans on a quarterly basis for the duration of enrollment;
- 2.3.4. Ensuring that treatment planning considers and addresses:
 - 2.3.4.1. Engagement in developmentally appropriate education or employment activities;
 - 2.3.4.2. The need for intensive recovery supports, including Assertive Community Treatment, as appropriate; and
 - 2.3.4.3. The desire for better symptom management.
- 2.3.5. Ensuring treatment goals are:
 - 2.3.5.1. Individualized and person-centered.
 - 2.3.5.2. Inclusive of individual physical and behavioral health goals and needs.
 - 2.3.5.3. Reflective of the information in the care plan, which shall be shared with the Integrated Healthcare Home staff identified in Section 3 Staffing;
- 2.3.6. Engaging individuals who have not yet engaged in care, including but not limited to cultural/linguistic and sexual/gender minorities;
- 2.3.7. Utilizing nurse care coordinators to assist with coordination and integration of physical and behavioral health care for individuals with more complex needs to ensure proper integration of services; and
- 2.3.8. Providing wellness services tailored to the population that includes rewards via health mentors.
- 2.4. The Contractor shall deliver evidence-based practices (EBPs) to individuals with SMI and SED in a stepped approach that ensures feasibility and high quality program implementation including, but is not limited to:
 - 2.4.1. Supported Employment and Education;
 - 2.4.2. Assertive Community Treatment (ACT);
 - 2.4.3. Illness Management and Recovery;
 - 2.4.4. Trauma Focused Cognitive Behavioral Therapy;
 - 2.4.5. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH-ADTC);



Exhibit A

- 2.4.6. Decision Support for Psychopharmacology;
- 2.4.7. Healthy Choices Health Changes; and
- 2.4.8. Breathe Well Live Well
- 2.5. The Contractor shall meet with consultants who are experts in each practice to monitor EBPs. Upon completion of the annual monitoring meeting, the Contractor shall develop quality improvement plans as needed for further integration and development of EBPs.
 - 2.5.1. The Contractor shall work with the program evaluator to conduct EBT focus groups and qualitative interviews and shall work with the Department to develop and deliver quarterly reports.
- 2.6. The Contractor shall provide integrated screenings, detection and treatment of physical health conditions to individuals with SED and SMI. The Contractor shall:
 - 2.6.1. Implement co-located FQHC-delivered integrated primary care to treat chronic physical health conditions.
 - 2.6.2. Include well child and adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.
 - 2.6.3. Enable seamless health and mental health screenings, reporting and communications, including a strategy for sharing care plans between physical and mental health care providers. This may include changes to the Contractor's electronic medical record (EMR).
 - 2.6.4. Collaborate with the Data and Evaluation Director to ensure that the health screen data can be compiled and reported in actionable reports.
 - 2.6.5. Screen and assess individuals for physical health and wellness by collecting the following information as services are being provided at different intervals:
 - 2.6.5.1. Medical history.
 - 2.6.5.2. Identified primary care provider.
 - 2.6.5.3. Past year contact with primary care provider.
 - 2.6.5.4. Past year physical exam and wellness visit.
 - 2.6.5.5. Height, weight, Body Mass Index (BMI) and waist circumference.
 - 2.6.5.6. Blood pressure.
 - 2.6.5.7. Tobacco use and/or breath carbon monoxide.
 - 2.6.5.8. Plasma glucose and lipids.



Exhibit A

- 2.6.6. Refer individuals for appropriate Integrated Healthcare Home treatment services, as needed, based on the outcomes of the physical health and wellness screenings and assessments in 2.5.5.
- 2.7. The Contractor shall deliver integrated evidence-based screenings and treatment for behavioral health conditions with SED and SMI at evidence-based intervals. The Contractor shall:
 - 2.7.1. Screen individuals for trauma, depression and substance use, medication misuse among youth, involvement or interest in employment and education, need for ACT services, desire for symptom management.
 - 2.7.2. Provide evidence-based pharmacologic treatment for behavioral health conditions, based on screenings and assessments utilizing decision aids for youth, young adults and caregivers.
 - 2.7.3. Develop wellness programs that include multiple options with health coaches to assist participants with selecting options that best match individual needs and interests. The Contractor shall ensure options include, but are not limited to:
 - 2.7.3.1. Breathe Well Live Well (BWLW) program designed for smokers with SMI that includes, but is not limited to:
 - 2.7.3.1.1. Referrals to an appropriate medical provider for discussion and prescription of cessation pharmacotherapy;
 - 2.7.3.1.2. Facilitated use of the New Hampshire Helpline telephone counseling service as well as online, text and application resources; and
 - 2.7.3.1.3. Structured rewards program for participation and initiating abstinence.
 - 2.7.3.2. Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI who are overweight or obese which includes, but is not limited to:
 - 2.7.3.2.1. Gym membership for twelve (12) months;
 - 2.7.3.2.2. Meetings with a trained Health Mentor;
 - 2.7.3.2.3. Weight Watchers membership for one (1) year;
 - 2.7.3.2.4. Support for use of Weight Watchers; and
 - 2.7.3.2.5. Structured rewards program for participation and initiating behavior change.
 - 2.7.3.3. Web-based Tobacco and Obesity Motivational Education Programs, which include, but are not limited to:

K.B.

10/11/2018



Exhibit A

- 2.7.3.3.1. Obesity, fitness and nutrition motivational education for overweight individuals; and
- 2.7.3.3.2. Tobacco motivational education for tobacco users.
- 2.8. The Contractor shall subcontract with identified project partners to provide access to the Web-based educational programs that:
 - 2.8.1. Are facilitated by health coaches; and
 - 2.8.2. Provide comprehensive, consistent, high quality tobacco education and obesity education with:
 - 2.8.2.1. Motivational intervention delivered consistently and conveniently.
 - 2.8.2.2. Minimal burden on clinical staff.
- 2.9. The Contractor shall identify the policy and financing policy changes required to sustain project activities within six (6) months of the contract effective date.

3. Staffing

- 3.1. The Contractor shall ensure staff for the ProHealth NH Integrated Healthcare Home is hired within ninety (90) days of the contract effective date, and shall include, but not be limited to:
 - 3.1.1. Site Project Director – 1 FTE. The Site Project Director shall possess an MA or MS in a health related field.
 - 3.1.2. Project Interviewer – 0.5 FTE. The Project Interviewer shall possess a Bachelor's degree.
 - 3.1.3. Data Entry Specialist – 1.0 FTE. The Data Entry Specialist shall possess a Bachelor's degree and be fluent in medical and psychiatric terminology as well as medical outcome data indicators.
 - 3.1.4. Community Mental Health Center (CMHC) Technology Support – 0.1 FTE. Technology support shall include, but is not limited to:
 - 3.1.4.1. Maintaining the electronic health record (EHR) and Clinician's Desk Top (CDT) systems in order to facilitate the accurate collection and reporting of data and access to a shared care plan by appropriate project staff;
 - 3.1.4.2. Facilitating the capacity to document new data elements in clinical records; and
 - 3.1.4.3. Facilitating the extraction of existing data.
 - 3.1.5. Consumer Expert Advisors – (.1 FTE Youth and .1 FTE Young Adult). Expert Advisors shall be participants involved with integrated care: BWLW and HCHC and shall:



Exhibit A

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- 3.1.5.1. Serve on the Advisory Council;
 - 3.1.5.2. Attend quarterly meetings with the Council;
 - 3.1.5.3. Attend follow-up quarterly meetings with the site leadership teams to provide input and feedback regarding the Health Home content and format of the Health Home services, as well as on the success and barriers to implementation; and
 - 3.1.5.4. Meet with the Program Evaluation Team twice yearly to provide feedback on the evaluation measures and protocols, particularly with respect to cultural sensitivity.
- 3.1.6. Behavior Change Clinicians – 1 FTE. Behavior Change Clinicians must possess an MS/MA in psychology, social work, counseling and/or psychology and must be licensed to practice in New Hampshire.
 - 3.1.7. Health Mentors – .25 FTE. Health Mentors must possess a Bachelor's degree in psychology, social work, counseling or related field and must be credentialed as a fitness trainer.
 - 3.1.8. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) – .23 FTE, who shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LBGT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.
 - 3.1.9. Registered Nurse (RN) or RN/C – .2 FTE, with license to practice in New Hampshire with at least two (2) years' experience in a primary care office setting who also possesses a valid
- 3.2. The Contractor shall ensure the FQHC employs and maintains the following staff positions, to be located at the FQHC:
 - 3.2.1. Primary Care Advanced Practice Nurse or Physician – .15 FTE, who possesses a valid and unrestricted license to practice in his/her field with a minimum of two (2) years of experience in a primary care office setting.
 - 3.2.2. Primary Care Medical Assistant – .15 FTE, who must be certified as a medical assistant and possess at least one (1) year of experience providing care to an out patient population with a Multidisciplinary Medical Team.



4. Project Management

- 4.1. The Contractor shall meet with the FQHC team and Department staff on a weekly basis to develop a shared treatment plan, communication strategies, treatment team meeting schedules, consultation strategies and designated responsibilities for communications and interventions.
- 4.2. The Contractor shall track outcomes to ensure continuous quality improvement for the integrated care service.
- 4.3. The Contractor, in collaboration with consultants and the Department, shall create policies, procedure manuals and databases within three (3) months of the contract effective date.

5. Training

- 5.1. The Contractor, in conjunction with Department leaders and staff, shall ensure Consultants work with the Contractor's Project leader and staff and FQHC Primary Care (PC) Project leader and PC Providers to provide training and supervision, which shall include, but is not limited to:
 - 5.1.1. Initial two (2) full day trainings conducted no later than six (6) months from the contract effective date, at location(s) selected by the Contractor.
 - 5.1.2. One (1) hour of supervision shall be provided on-site on a weekly basis.
 - 5.1.3. Training on proper safeguarding of confidential information and 42 CFR Part 2 information in conformance with administrative rules, and state and federal laws.
 - 5.1.4. Additional trainings and supervision, as needed, to address newly identified needs and staff turnover, which may include but are not limited to:
 - 5.1.4.1. Overarching training on program goals and objectives including, but not limited to, training for primary care providers related to the CMHC system and services;
 - 5.1.4.2. Training for CMHC providers related to the primary care system, physical health, tracking health indicators and wellness.
 - 5.1.4.3. Training on medical 'vital signs' and laboratory screening procedures for psychiatrists, nurses, and other medical staff.
 - 5.1.4.4. Training on behavioral health 'vital signs' for all staff.
 - 5.1.4.5. Training on integration and communication strategies including, but not limited to, staff training to implement screenings into the workflow and to document screenings for health and behavioral health 'vital signs.'



Exhibit A

- 5.1.4.6. Training for Health Mentors and Health Behavior Change Specialists at time of hire.
- 5.1.4.7. Training for Contractor staff on Chronic Physical Health Conditions and Health Risk behaviors and use of decision aids and decision support for psychotropic medication use shall occur at least once with the Contract Period.

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.
- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall submit quarterly reports of de-identifiable and aggregate data to the Department and to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal beginning ninety (90) days from the contract effective date.
- 6.4. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.5. The Contractor shall provide quarterly reports to the Department that include, but are not limited to:
 - 6.5.1. Number of participants screened for ProHealth NH during the quarter;
 - 6.5.2. Number of participants newly enrolled in ProHealth NH during the quarter;
 - 6.5.3. Number of participants who received ProHealth NH health and behavioral screening and assessments during the quarter;
 - 6.5.4. Number of participants screened for:
 - 6.5.4.1. Trauma;
 - 6.5.4.2. Depression;
 - 6.5.4.3. Substance use disorders;
 - 6.5.4.4. Medication use among youth;
 - 6.5.4.5. Involvement or interest in employment or education;
 - 6.5.4.6. Need for assertive community treatment; and
 - 6.5.4.7. Desire for symptom management.



Exhibit A

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- 6.5.4.8. Number of participants referred to each treatment based on needs identified in the screenings described in 6.4.3.1. (i.e., seven (7) treatment areas including, but not limited to MATCH, SE, ACT and IMR).
 - 6.5.5. National Outcome Measures (NOMs) obtained during the quarter;
 - 6.5.6. Total number of participants who received each of the screenings and assessments in 6.5.4. during the quarter;
 - 6.5.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC during the quarter.
- 6.6. The Contractor shall report on the following items through electronic medical record data reports on a quarterly basis:
- 6.6.1. Number of participants in supportive housing or independent living programs during the quarter;
 - 6.6.2. Number of participants who attended social and rehabilitative programs during the quarter;
 - 6.6.3. Number of participants who participated in each of the EBP services listed in Section 2.5 during the quarter;
 - 6.6.4. Number of participants who attended a scheduled medical appointment during the quarter;
 - 6.6.5. Number of participants who attended a scheduled mental health appointment during the quarter;
 - 6.6.6. Number of participants who completed tobacco education during the quarter;
 - 6.6.7. Number of participants who completed obesity education during the quarter;
 - 6.6.8. Number of participants who attended Breath Well Live Well during the quarter;
 - 6.6.9. Number of participants who attended Health Choices Healthy Changes during the quarter; and
 - 6.6.10. Cumulative totals of participants engaged in each of the activities in Section 6.5.4. above.
- 6.7. The contractor shall report on any additional data as requested by the Department on a quarterly basis, including, but not limited to:
- 6.7.1. EBT focus groups and qualitative interviews;
 - 6.7.2. Participants' satisfactory performance in work and school settings;
 - 6.7.3. The level of compliance with prescribed medication regimes;



Exhibit A

- 6.7.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
- 6.7.5. Any additional data specified by SAMHSA.

7. Quality Improvement Activities

- 7.1. The Contractor shall conduct quarterly QI meetings to evaluate if performance measures and project objectives have been met for the previous quarter in relation to the project implementation timeline.
- 7.2. The Contractor shall ensure participants at the quarterly meetings in Section 7.1, above, include, but are not limited to:
 - 7.2.1. Contractor Project Director;
 - 7.2.2. Department Project Director;
 - 7.2.3. Subcontracted Program Evaluator;
 - 7.2.4. QI Director;
 - 7.2.5. Clinical Director;
 - 7.2.6. Children's Service Director; and
 - 7.2.7. FQHC Administrative Director.
- 7.3. The Contractor shall ensure items to be reviewed at the quarterly QI meetings include, but are not limited to:
 - 7.3.1. Quarterly report submitted to SAMHSA;
 - 7.3.2. Feedback from the Advisory Council;
 - 7.3.3. Feedback from the Consumer Experts; and
 - 7.3.4. Feedback from SAMHSA.
- 7.4. The Contractor shall develop and update quarterly Written Action Plans to guide work, which shall be updated on a quarterly basis, or as needed.

8. Deliverables

- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
- 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.



Exhibit A

- 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.

9. Baseline Performance Measurements

- 9.1. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following:
- 9.1.1. Evidence-based mental health treatment for those whose mental health screening indicates a need;
 - 9.1.2. Health education for weight among those with higher than normal BMI as measured in health screening;
 - 9.1.3. Health education for tobacco among those who use tobacco as indicated in health screening;
- 9.2. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following health behavior change services:
- 9.2.1. Breath Well Live Well Tobacco Program for those who use tobacco;
 - 9.2.2. Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.



Method and Conditions Precedent to Payment

1. 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.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service 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 Exhibit B-1 Budget.
 - 4.2. The Contractor shall submit invoices 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 invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. 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.
 - 4.5. 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.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
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.
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.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-1 Budget

**Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners
SFY 2019 (10/1/18 - 6/30/19)
Promoting Integration of Primary and Behavioral Health Care**

Budget Narrative File for State FY2019

Community Partners				
A: Personnel				
Position	Name	Annual Salary	Level of Effort	Cost - Oct. 2018 - June 2019
SITE Project Director	TBD	\$ 70,000	100%	\$ 52,500
RN Care Coordinator	TBD	\$ 70,000	20%	\$ 10,500
Behavior Change Clinician	TBD	\$ 45,000	100%	\$ 33,750
Health Mentor	TBD	\$ 37,500	25%	\$ 7,031
Evaluator/Interviewer	TBD	\$ 45,000	50%	\$ 16,875
Consumer expert advisor- Youth	TBD	\$ 35,000	10%	\$ 2,625
Consumer expert advisor - Young Adult	TBD	\$ 35,000	10%	\$ 2,625
CMHC IT Support	TBD	\$ 70,000	10%	\$ 5,250
CMHC Administrative Support	TBD	\$ 30,000	100%	\$ 22,500
Less Ramp up 1st Year				\$ (40,497)
Total Personnel				\$ 113,159

B. Fringe Benefits				
Component	Rate	Wage	Cost - Oct. 2018 - June 2019	
FICA & SUT	8.15%	\$ -	\$ 11,271	
Health, dental, disability, life insurance	36.9%	\$ -	\$ 50,960	
403(b)	3.0%	\$ -	\$ 4,148	
Workers' comp	3.0%	\$ -	\$ 4,148	
Total Fringe Benefits			\$ 70,527	

C: Travel				
Mileage	Local	Miles	Rate	Cost
	Local	15,800 miles	\$ 0.535	\$ 6,340

D: EQUIPMENT

E: SUPPLIES				
Items	Rate			Cost State FY19
Operational Supplies:				
Medical Supplies	333 visits/year x an average of \$3/visit			\$ 750
Office Supplies	\$1,000/month x 12 months			\$ 9,000
	Subtotal Operational Supplies			\$ 9,750
Start Up Supplies - 1 time costs				
Exam Tables	2 @ \$3,000 each			\$ 6,000
Wall mounted Vital Signs	2 @ \$1,500 each			\$ 3,000
Computers				\$ 4,000
	Subtotal Start up Supplies			\$ 13,000

Exhibit B-1 Budget

Total Supplies				\$ 22,750
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F: CONTRACT				
Name	Service	Rate	Other (FTE)	Cost - Oct. 2018 - June 2019
FQHC Physician	TBD	\$ 190,000	15%	\$ 21,375
FQHC Medical Assistant	TBD	\$ 33,280	15%	\$ 3,744
COMMUNITY HLTH WRKR - LGBT & MINORITY	TBD	\$ 45,000	23%	\$ 7,763
FICA, SUT, HLTH & BFTS		\$ 33,492	22%	\$ 5,493
Evaluation contractor		\$ 52,780	25%	\$ 15,000
Training/supervision contractor Enrollment & Rewards		\$ 50		\$ 15,000
Training/supervision contractor InSHAPE youth		\$55/hr.		\$ 7,500
Training/supervision contractor Minority		\$ 32,240	25%	\$ 7,500
HIT improvement	TBD			\$ 22,500
Web-based Motivational Education contract				\$ 15,000
Less 10% ramp up for Medical Staff year 1				\$ (7,915.00)
Total Contracts:				\$ 112,960

G: CONSTRUCTION:				\$ 30,155
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H: OTHER				
Items	Rate			Cost - Oct. 2018 - June 2019
Advertising and printing	\$100/month x 12 months			\$ 1,200
Postage	\$125/month x 12 months			\$ 1,500
Rewards Program		5 Year enrollment	5 Year cost	
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)		70	\$ 33,600	\$ 4,032
Weight watchers	15 sessions	50	\$ 24,000	\$ 2,880
Gym memberships	12 months	65	\$ 9,750	\$ 1,170
Fitness participation rewards	12 sessions	65	\$ 23,400	\$ 2,808
Quitline participation rewards		65	\$ 5,850	\$ 702
Tobacco education participation rewards		125	\$ 3,750	\$ 450
Obesity education participation rewards		125	\$ 3,750	\$ 450
Total Other				\$ 15,192
Total Direct Costs				\$ 371,083
Indirect Costs	Rate - 10%			\$ 37,108.30
Total Community Partners				\$ 408,191

Exhibit B-1 Budget

SS-2019-DBH-02-PROHE-01

Date 10/11/2018



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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 STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written 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



- 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.

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

10/11/2018
Date

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.

10/11/2018
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 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 (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

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

10/11/2018
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



**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.B.

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

10/11/2018
Date

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 10/11/2018



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

10/11/2018
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

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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	<u>Behavioral Health & Developmental Services of</u>
The State	<u>Strafford County, Inc., d/b/a Community Partners</u>
<u>Katya S. Fox</u>	<u>Kathleen Boiscliar</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Katya S. Fox</u>	<u>Kathleen Boiscliar</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director</u>	<u>President</u>
Title of Authorized Representative	Title of Authorized Representative
<u>10/16/18</u>	<u>10/11/2018</u>
Date	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.

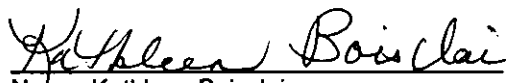
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

10/11/2018
Date


Name: Kathleen Boisclair
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 X 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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



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



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



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.).



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



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

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



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

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

V. LOSS REPORTING

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

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

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



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

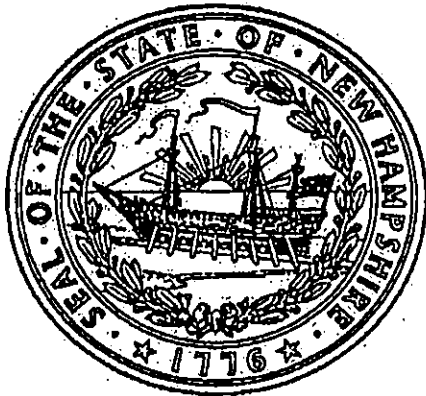
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 62273

Certificate Number : 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

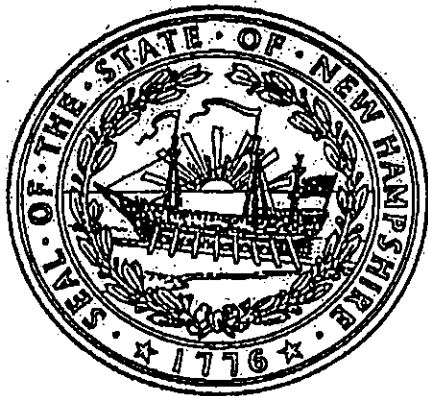
Department of State

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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 11, 2018:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract 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.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of October, 2018.
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry
(Signature of the Elected Officer) Ann Landry

STATE OF NEW HAMPSHIRE
County of Strafford

The forgoing instrument was acknowledged before me this 11 day of October 2018.

By Ann Landry
(Name of Elected Officer of the Agency)

Pamela B. Thyrng
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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 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: Renee Skillings PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: rskillings@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 # 18059 INSURER B: AIG Property Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17/18 All Lines **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 WOOD	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:		PEPK1731094	11/1/2017	11/1/2018	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PEPK1731111	11/1/2017	11/1/2018	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 type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		FEUB605327	11/1/2017	11/1/2018	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	WC012883756 States (3a.) NH All Officers Included	11/16/2017	11/1/2018	<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	Professional Liability		PEPK1731094	11/1/2017	11/1/2018	Limit \$1,000,000
A	Directors & Officers		PEBD1290178	11/1/2017	11/1/2018	Limit \$5,000,000 Ded: \$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 Michael Guarino/DL3
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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.

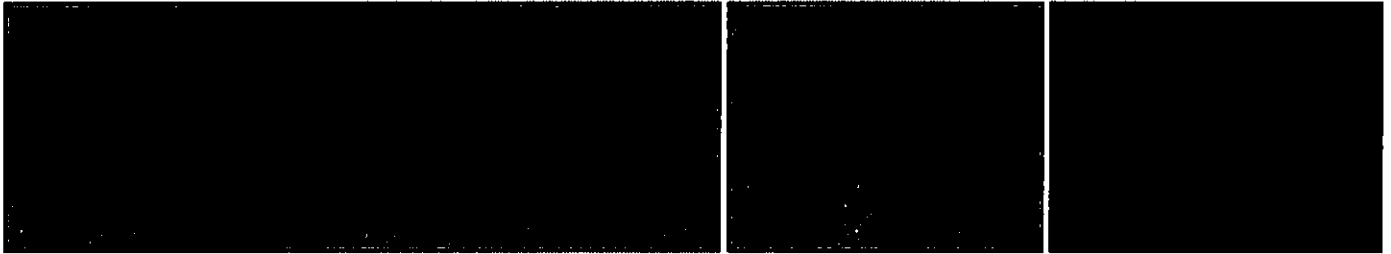
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

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. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expense

Year Ended June 30, 2017

	Case Management	Day Program and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Centennial Residential, Day and Community Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Multisource revenue	\$ 846,888	\$ 3,785,182	\$ 3,226,088	\$ 284,267	\$ 5,286,260	\$ 7,151,648	\$ 2,520,462	\$ 71,260	\$ 36,422	\$ 23,224,818	\$ -	\$ 23,224,818
Medicare revenue	-	14,280	-	-	-	-	188,883	-	-	184,278	-	184,278
Client resources	30,086	88,781	362,258	-	891,623	346,282	172,208	38,226	-	1,848,484	-	1,848,484
Contract revenue	66,212	284,842	272,277	75,872	-	36,122	12,480	143,881	170,821	1,160,206	201,882	1,462,070
Grant income	-	78,182	78,803	26,871	-	4,252	60,202	-	-	347,760	-	413,887
Interest income	-	-	-	-	-	-	-	-	-	-	-	48
Other program revenue	-	78,207	-	-	-	-	-	-	742,898	322,173	-	328,173
Public support	10,669	5,786	2,423	11,819	-	890	500	-	26,184	63,007	7,088	71,576
Other revenue	481	4,289	54	-	23,125	1,841	12,843	35	118,701	161,828	12,244	173,900
Total functional public support and revenue	948,208	4,208,826	4,042,100	306,086	6,074,864	7,828,968	2,868,472	243,701	840,883	27,468,248	206,788	27,675,014
Net assets released from restrictions	4,187	-	12,094	-	-	-	-	-	28,852	47,114	-	47,114
Total public support, revenue and releases	952,395	4,208,826	4,054,194	306,086	6,074,864	7,828,968	2,868,472	243,701	869,735	27,515,362	206,788	27,619,138
Expenses												
Salaries and wages	522,319	2,004,622	2,082,480	127,828	602,872	1,706,818	1,482,731	282,800	842,244	9,446,812	1,820,881	11,268,673
Employee benefits	122,476	800,247	473,848	24,886	141,283	194,172	200,787	86,808	211,886	1,828,281	429,118	2,257,461
Payroll taxes	36,874	192,281	190,111	10,281	44,864	128,201	82,178	16,808	63,946	700,856	125,822	826,678
Contractual substitute staff	-	2,862	-	-	-	-	-	-	-	2,862	-	2,862
Client treatment services	-	7,118	4,880	240,462	2,804,280	1,744,762	2,175	-	23,101	4,868,622	428	4,869,050
Client therapies	23,473	867	92,562	1,844	12,204	21,881	72,888	-	-	228,888	1,784	230,672
Professional fees and consultants	46,170	86,343	86,473	6,217	71,242	32,088	47,883	31,478	21,228	321,481	77,881	399,312
Subscriptions	-	900,871	-	-	1,818,721	2,851,867	-	-	-	4,247,789	-	4,247,789
Staff development and training	2,564	12,736	17,872	2,817	2,721	4,908	12,171	1,213	5,872	61,177	21,627	82,299
Rent	-	81,746	16,878	-	2,700	28,800	21,708	6,440	25,823	280,582	18,261	298,814
Utilities	-	43,788	16,477	1,827	4,188	17,716	21,200	6,228	20,228	123,238	43,833	167,071
Building maintenance and repairs	767	41,475	37,848	5,487	6,819	67,420	46,712	446	18,284	221,821	42,201	264,022
Other occupancy costs	3,864	28,888	13,488	777	2,228	8,178	8,142	-	18,482	64,822	8,884	73,706
Office	7,761	41,940	48,543	2,204	6,104	9,277	28,180	7,128	12,616	142,880	62,188	205,068
Building and housing	47	16,480	8,816	720	1,841	8,221	7,481	462	4,542	42,480	14,424	56,914
Client consumables	262	28,526	2,253	6,582	4,208	79,582	6,937	187	1,261	120,547	9,096	129,643
Medical	-	287	481	-	23	-	788	88	325	2,172	174	2,346
Equipment maintenance	3,668	20,242	28,428	2,548	4,818	1,747	18,112	3,281	16,873	118,487	20,248	138,718
Depreciation	28,282	124,861	62,023	8,878	28,519	28,514	37,877	6,188	24,441	382,228	80,824	463,052
Advertising	122	821	888	40	148	224	988	78	2,168	4,924	2,264	6,188
Printing	209	871	4,864	771	131	131	328	71	286	7,444	1,174	8,218
Telephones and communications	12,082	24,446	34,818	2,818	3,146	7,841	24,748	2,888	13,984	128,846	31,402	160,248
Postage and shipping	728	4,287	4,948	218	821	1,876	3,888	948	2,824	17,882	8,184	26,066
Transmissions	13,822	188,542	37,528	3,878	14,412	122,484	22,727	2,882	18,281	447,288	11,884	459,172
Assistance to individuals	13,484	20,214	1,873	80,828	2,440	16,222	887	88	25,288	178,811	1,818	179,629
Insurance	8,321	28,183	28,800	2,487	8,163	11,880	22,288	3,848	6,046	128,784	21,707	150,491
Membership dues	132	1,488	1,228	487	288	188	3,482	184	177	7,228	88,182	95,410
Interest	488	18,828	4,788	875	2,708	8,278	4,288	818	4,822	48,282	4,824	53,106
Other	28	182	402	8	28	27	82	18	25,827	28,128	888	29,016
Total expenses	884,808	3,884,817	3,280,272	382,282	4,872,575	7,400,007	2,241,276	288,881	1,196,278	24,802,298	3,083,444	27,885,742
Increase (decrease) in unrestricted net assets	\$ 107,587	\$ 324,009	\$ 773,922	\$ (81,196)	\$ 1,202,289	\$ 428,961	\$ 717,207	\$ (186,200)	\$ (224,523)	\$ 3,011,104	\$ (2,787,878)	\$ 223,226

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Combined Residential, Day and				Emergency Services	Other	Total Program	General Management	Total
					Residential Services	Concordia Services	Adult Services						
Public support and revenue													
Medicaid revenue	\$ 863,637	\$ 3,770,000	\$ 3,863,028	\$ 218,083	\$ 5,218,978	\$ 6,963,290	\$ 2,384,701	\$ 80,825	\$ 40,443	\$ 23,221,863	\$ -	\$ 23,221,863	
Medicare revenue	-	43,983	(4,132)	-	-	-	208,856	(15,803)	-	233,763	-	233,763	
Client resources	29,318	29,389	318,535	(882)	888,812	308,642	134,096	28,843	-	1,512,223	300	1,512,223	
Contract revenue	40,502	293,723	303,778	38,565	-	30,835	80,310	103,388	182,079	1,033,188	283,863	1,317,071	
Grant income	-	20,286	115,549	4,462	-	15,905	81,148	-	507,312	724,354	5,000	729,354	
Interest income	-	-	-	-	-	-	-	-	-	-	414	414	
Other program revenue	-	88,885	888	-	8,776	48,758	-	-	300	127,827	18,340	145,967	
Public support	13,180	8,322	18,108	41,028	-	-	25	-	37,882	111,543	4,303	115,656	
Other revenue	380	21,750	2,325	85	11,157	5,533	20,783	-	127,163	188,414	18,573	208,987	
Total functional public support and revenue	834,458	4,257,129	4,416,186	302,441	5,903,521	7,382,453	2,880,717	187,383	875,178	27,153,445	331,813	27,485,258	
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,564	26,935	-	26,935	
Total public support, revenue and releases	839,258	4,257,129	4,414,757	302,441	5,903,521	7,382,453	2,880,717	187,383	892,743	27,180,380	331,813	27,512,193	
Expenses													
Salaries and wages	539,414	2,224,852	2,158,753	141,831	847,488	1,880,037	1,575,873	328,476	473,703	9,786,436	1,700,708	11,488,141	
Employee benefits	128,823	541,750	431,718	47,548	148,640	283,106	548,238	82,086	188,193	2,405,882	284,885	2,890,747	
Payroll taxes	38,187	189,386	152,580	10,508	48,812	123,829	108,214	23,277	40,086	725,000	87,871	812,871	
Contracted substitute staff	888	7,338	6,250	333	1,219	2,217	6,783	1,120	271	26,528	68,832	96,161	
Client treatment services	-	9,854	824	217,924	3,121,485	1,388,858	9,276	-	18,825	4,784,527	500	4,785,027	
Client therapies	25,975	1,899	91,842	2,186	23,021	21,932	84,212	-	220,713	1,800	1,800	222,516	
Professional fees and consultants	52,841	44,882	47,985	10,948	21,928	41,143	50,929	8,978	9,939	289,914	108,440	397,454	
Subcontractors	-	480,118	-	-	1,043,811	2,428,852	1,581	-	-	3,985,372	-	3,985,372	
Staff development/training	1,209	3,416	13,222	2,283	971	9,088	11,830	881	1,975	44,364	33,877	78,341	
Rent	84,405	54,405	44,107	-	2,450	2,450	88,047	-	18,500	200,098	37,191	237,250	
Utilities	2,704	34,248	12,474	2,704	10,903	29,506	10,611	-	17,108	120,389	12,783	133,148	
Building maintenance and repairs	1,084	22,833	9,880	1,048	15,146	27,338	10,128	540	6,091	84,195	12,244	106,440	
Other occupancy costs	1,721	27,728	11,981	1,721	5,084	28,302	15,851	-	19,633	112,888	10,787	123,605	
Office	1,227	15,823	8,784	875	3,489	6,088	4,883	867	7,903	48,946	51,281	102,227	
Building and housing	642	15,438	5,215	228	3,301	7,214	5,587	-	1,272	38,803	11,086	50,888	
Client consumables	1,572	24,613	2,970	6,025	10,318	58,067	3,100	94	1,820	108,376	3,048	111,422	
Medical	-	283	274	-	2,742	80	330	75	4	3,718	483	4,201	
Equipment maintenance	5,421	25,010	23,787	2,823	6,796	16,873	29,256	4,480	5,130	121,438	27,300	148,738	
Depreciation	22,943	81,978	52,957	7,848	28,042	80,885	80,138	7,800	3,848	305,626	78,717	384,343	
Advertising	-	-	-	-	-	-	-	-	417	417	-	417	
Printing	34	228	4,835	11	88	186	161	26	8	5,288	149	5,290	
Telephone/communications	1,818	32,828	24,088	401	14,953	25,374	24,842	1,821	30,873	158,407	26,178	182,577	
Postage and shipping	823	3,380	4,338	288	975	1,772	5,086	620	1,732	18,991	3,708	22,699	
Transportation	20,148	243,510	42,121	2,750	16,705	138,079	84,813	1,120	7,188	527,233	12,220	539,503	
Assistance to individuals	9,917	37,947	600	107,013	-	38,723	-	-	25,884	230,064	821	230,705	
Insurance	11,884	54,984	55,031	3,884	14,847	26,031	51,878	7,089	22,930	248,158	34,781	283,937	
Membership dues	249	848	7,839	83	304	562	3,508	204	57	7,038	84,282	71,821	
Interest	2,847	4,718	1,371	2,388	2,113	4,038	4,038	833	10,828	37,164	8,851	42,815	
Other	40	337	158	2,654	48	90	181	31	37,407	40,965	1,387	42,352	
Total expenses	872,808	4,173,872	3,212,331	575,952	6,213,432	6,451,472	2,706,788	487,770	840,101	24,813,826	2,681,843	27,275,271	
Increase (decrease) in unrestricted net assets	\$ 86,447	\$ 83,257	\$ 1,202,426	\$ (273,511)	\$ 889,089	\$ 940,981	\$ 174,929	\$ (270,407)	\$ (47,368)	\$ 2,586,757	\$ (2,379,830)	\$ 206,927	

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	1,595,826	793,841
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	\$ <u> </u> -	\$ <u>76,120</u>
Acquisition of property and equipment with accounts payable	\$ <u> </u> -	\$ <u>33,252</u>
Noncash transaction - Refinancing of long-term debt	\$ <u> </u> -	\$ <u>355,000</u>

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

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

Notes to Consolidated Financial Statements

June 30, 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>
	7,537,657	7,077,444
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.	<u>176,377</u>	<u>-</u>
	<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. DB/A 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	\$ 2,346,428	\$ 1,038,263	\$ 8,857	\$ 83,000	\$ -	\$ 3,476,548	\$ 1,121,078	\$ 669,291	\$ 9,298	\$ 81,057	\$ -	\$ 1,880,722
Restricted cash	99,423	-	-	-	-	99,423	102,857	-	-	-	-	102,857
Accounts receivable, net of allowance for doubtful accounts	862,881	1,199,946	61	-	(1,037,566)	1,025,322	1,152,577	1,358,577	59	-	(981,466)	1,529,747
Grants receivable	12,483	37,890	-	-	-	50,341	21,060	229,778	-	-	-	250,838
Prepaid expenses	198,822	173,867	-	-	-	360,389	92,729	99,296	-	-	-	192,015
Interest in net assets of subsidiaries	61,974	-	-	-	(81,974)	-	81,000	-	-	-	(81,000)	-
Property and equipment, net	1,782,248	285,092	-	-	-	2,147,443	1,378,374	441,101	-	-	-	2,017,475
Total assets	\$ 6,352,027	\$ 2,835,061	\$ 8,918	\$ 83,000	\$ (1,119,840)	\$ 7,189,468	\$ 4,147,473	\$ 2,799,031	\$ 9,357	\$ 81,057	\$ (1,082,466)	\$ 5,873,452
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,559,068	\$ 432,154	\$ 9,944	\$ -	\$ (1,037,566)	\$ 1,963,600	\$ 2,509,565	\$ 495,137	\$ 9,414	\$ -	\$ (981,466)	\$ 2,032,650
Refundable advances	1,043,873	227,847	-	-	-	1,311,720	250,274	131,198	-	-	-	381,472
Loan fund	89,294	-	-	-	-	89,294	89,204	-	-	-	-	89,204
Notes payable	829,544	154,285	-	-	-	1,083,829	936,295	192,952	-	-	-	1,129,241
Total liabilities	4,681,779	814,487	9,944	-	(1,037,566)	4,448,644	3,785,329	819,290	9,414	-	(981,466)	3,832,567
Net assets (deficit)												
Unrestricted	673,411	2,020,674	(1,026)	83,000	(81,974)	2,893,965	361,616	1,978,741	(57)	81,057	(81,000)	2,340,559
Temporarily restricted	116,837	-	-	-	-	116,837	329	-	-	-	-	329
Total net assets (deficit)	890,248	2,020,674	(1,026)	83,000	(81,974)	2,710,822	362,144	1,978,741	(57)	81,057	(81,000)	2,340,885
Total liabilities and net assets (deficit)	\$ 6,352,027	\$ 2,835,061	\$ 8,918	\$ 83,000	\$ (1,119,840)	\$ 7,189,468	\$ 4,147,473	\$ 2,799,031	\$ 9,357	\$ 81,057	\$ (1,082,466)	\$ 5,873,452

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					Consolidated Totals	2016					Consolidated Totals
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations		Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 17,477,740	\$ 8,846,878	\$ -	\$ -	\$ -	\$ 23,324,618	\$ 16,951,030	\$ 8,270,653	\$ -	\$ -	\$ -	\$ 23,221,683
Medicaid revenue	-	184,278	-	-	-	184,278	-	233,703	-	-	-	233,703
Grant resources	1,233,862	390,856	-	-	-	1,613,918	1,125,328	300,995	-	-	-	1,512,323
Contract revenue	601,151	860,819	-	-	-	1,461,970	521,750	795,313	-	-	-	1,317,071
Grant income	221,888	391,772	-	-	-	613,667	144,394	584,960	-	-	-	729,354
Interest income	-	46	-	-	-	46	-	414	-	-	-	414
Other program income	328,173	-	-	-	-	328,173	148,867	-	-	-	-	148,867
Public support	40,255	6,247	-	25,074	-	71,576	74,877	4,107	-	36,782	-	115,856
Other revenue	138,713	33,810	100,302	-	(102,245)	173,780	164,810	49,044	112,131	-	(118,998)	208,957
Total public support and revenue	20,026,979	7,719,904	100,302	25,074	(102,245)	27,772,014	19,128,064	8,325,279	112,131	36,782	(118,998)	27,485,258
Net assets released from restrictions	41,158	6,768	-	-	-	47,926	24,932	2,002	-	-	-	26,934
Total public support, revenue and reclassifications	20,070,135	7,726,672	100,302	25,074	(102,245)	27,819,940	19,152,996	8,327,282	112,131	36,782	(118,998)	27,512,192
Expenses												
Program services												
Case management	854,809	-	-	-	-	854,809	872,900	-	-	-	-	872,900
Day programs and community support	3,287,426	697,189	-	-	-	3,984,617	3,478,273	695,599	-	-	-	4,173,872
Early support services and youth and family	918,878	2,374,397	-	-	-	3,290,272	901,916	2,310,415	-	-	-	3,212,331
Family support	642,283	-	-	-	-	642,283	575,952	-	-	-	-	575,952
Residential services	4,873,523	-	-	-	-	4,873,523	5,213,427	5	-	-	-	5,213,432
Combined residential, day and consolidated services	7,100,907	-	-	-	-	7,100,907	8,451,472	-	-	-	-	8,451,472
Adult services	192,802	2,048,773	-	-	-	2,241,575	178,214	2,529,575	-	-	-	2,708,789
Emergency services	-	396,991	-	-	-	396,991	-	467,770	-	-	-	467,770
Other	408,109	786,133	101,271	23,131	(101,271)	1,195,379	273,811	824,574	111,574	31,818	(111,574)	940,101
Total program expenses	18,192,836	6,284,469	101,271	23,131	(101,271)	24,602,258	17,643,774	6,637,938	111,574	31,818	(111,574)	24,613,028
Supporting services												
General management	1,885,104	1,397,340	-	-	-	3,082,444	1,211,932	1,449,711	-	-	-	2,661,643
Total expenses	19,878,742	7,681,809	101,271	23,131	(101,271)	27,684,702	18,855,706	8,087,649	111,574	31,818	(111,574)	27,275,271
Change in unrestricted net assets (deficit)	211,892	41,862	(969)	1,943	(974)	252,428	(2,710)	239,632	557	4,968	(5,424)	236,922
Changes in temporarily restricted net assets												
United Way allocation	11,493	8,768	-	-	-	17,281	7,368	2,003	-	-	-	9,371
Grant income	146,374	-	-	-	-	146,374	-	-	-	-	-	146,374
Net assets released from restrictions	(61,358)	(8,768)	-	-	-	(70,126)	(24,932)	(2,002)	-	-	-	(26,934)
Change in temporarily restricted net assets	116,511	-	-	-	-	116,511	(17,564)	-	-	-	-	(17,564)
Change in net assets (deficit)	328,164	41,862	(969)	1,943	(974)	369,937	(20,274)	239,632	557	4,968	(5,424)	219,358
Net assets (deficit), beginning of year	262,144	1,979,741	(37)	81,957	(81,959)	2,349,885	352,418	1,739,108	(614)	78,191	(75,578)	2,121,527
Net assets (deficit), end of year	\$ 590,248	\$ 2,020,603	\$ (1,024)	\$ 83,900	\$ (81,874)	\$ 2,710,822	\$ 362,144	\$ 1,978,741	\$ (57)	\$ 83,159	\$ (81,002)	\$ 2,340,885



Community Partners BOARD OF DIRECTORS 2018-2019

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

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

Past Board Members:

Matthew Sylvia (former Treasurer) Joined 12/19/2006. Resigned June 30, 2016.
Rev. Sue Frost Joined 01/28/2014. Resigned as of July 7, 2016.
Christopher Roundy Joined 06/26/2007 Leave of Absence as of May 22, 2018

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,

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

Page 3

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

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

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

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

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

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

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

Accomplishments

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

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

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

Consultant

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

Accomplishments

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

Casenet Inc.

Bedford, MA August 2006 – July 2008

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

Vice President of Product Management

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

Accomplishments

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

financing.

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

Concord, NH September 1998 – September 2006

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

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

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

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

Accomplishments

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

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

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

Director of Case Management

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

Accomplishments

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

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

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

References

Available upon request

Kathleen Stocker



Accomplishments

- * Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- * Implementation of direct deposit of payroll
- * Directed conversion of computer system to PC network
- * Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- * Initiated the development of MIS group to improve information flow
- * Designed meaningful cash flow and other financial reporting
- * Converted to a new MIS system resulting in more timely, meaningful financial information
- * Accelerated accounts receivable collection period from 50 days to 40 days
- * Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- * Collapsed insurance package for savings of \$400 thousand per year
- * Combined insurance programs for savings of \$50 thousand per year
- * Presented public offering memorandum to SEC committee
- * Implemented accounts receivable factoring facility of \$3.5 million
- * Raised new capital to refinance four nursing homes for \$17.9 million
- * Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- * Successful in negotiations with state and federal tax agencies
- * Directed successful audits with CPA firms IRS, Medicaid agents

Business Experience

2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- * Develop a system of financial reporting to advise on performance and to facilitate planning.
- * Evaluate and recommend improvements for MIS system and Operation Process.
- * Establish training and education to strengthen understanding of accounting and systems issues.
- * Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- * Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- * Implement and improve company wide budget process with major focus on sales and inventory.
- * Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

1990 – 1993 Schirm Associates, Waltham, Massachusetts

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

Schirm Associates continued

- * Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- * Reviewed and managed all risk management functions.
- * Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- * Supported and led team in preparation of information for presentation to the institutional lending markets.
- * Key member of task force to develop public offering memorandum.
- * Assisted work-out group in reorganization of companies

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- * Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- * Managed the accountability of construction records for new facilities.
- * Implemented a reporting system to review performance and facilitate planning
- * Developed operational budgets and pricing.
- * Supported a task force in developing a presentation to the institutional lending market.
- * Worked with other finance and MIS professionals to evaluate the existing computer system.
- * Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- * Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- * Monitored standard cost system geared toward cost containment and control.
- * Established and administered policies and procedures.
- * Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- * Prepared and monitored budgets with annual sales of \$50 million.
- * Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- * Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- * Member of corporate wide task force to reduce accounts receivable and improve collections.
- * Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- * Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- * Designed and implemented a system to fully automate a labor cost control method.

Education

M.B.A., Management, 1980, New Hampshire College

B.S., Accounting, 1977, New Hampshire College

JANET SCOTT SALSBURY, MSW, LICSW

OBJECTIVE: To obtain lasting human services experience by working with diverse populations in a progressive social environment. My focus includes striving to eliminate structural, cultural, and interpersonal oppression and societal barriers that exist in people's lives.

EDUCATION

- 1995 Master of Social Work, University of New England
1989 Bachelors of Arts: Psychology Major, University of New Hampshire

EMPLOYMENT

- 2018 – Present *Chief Clinical Officer: Community Partners*
- 2013 – 2018 *QI Director: Community Partners*
Responsibilities include quality oversight of all CMHC programming
- 2010 – 2013 *Acute Care Services Director: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center
- 2008 – 2014 *Director Of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center
- 2007 –2008 *Director of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center
- 2002- 2006 *Director of Youth & Family Services: Community Partners*
Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center
- 2001-2002 *Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County*
- 2000-2001 *Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.*
- 1998-2000 *Manager of Children's Crisis Services: Strafford Guidance Center, Inc.*
Responsibilities include management of Adolescent Partial Hospitalization Program, the Crisis and Respite Beds and the Family and Community Support Programs.
- Provide clinical and administrative supervision to direct care staff
 - Program development within the Youth and Family Department
 - Triage referrals for Children's crisis services and home based services
- 1995-1998 *Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.*
Provided intensive home based therapy services to families with a child in crisis.
- Home based therapy with a variety of families
 - Crisis Intervention and stabilization
 - Case Management
 - Member – Internal Planning Committee

1994-1995 Therapist – Social Work Internship: Child and Family Services

This program provides counseling services to children and families in Rockingham County, NH.

- Provided counseling to various populations, including families, couples, children and individuals
- Developed and facilitated parent education groups in the community
- Community outreach work
- Conducted telephone intake screenings
- Grant writing

1993-1994 School Social Worker – Social Work Internship: Winnacunnet High School, Special Services Department, Hampton NH

This program serves the educational and emotional needs of students who are identified as having special learning, emotional or developmental needs.

- Provided individual counseling to adolescents
- Facilitated a year long girls' support group
- Co-facilitated a weekly parent support group
- Provided home based family therapy
- Case Management

1993 (Summer) Crisis Intervention Counselor: Commonworks School/ Harbor Schools and Family Services, Merrimac MA

This program serves the educational, social and emotional needs of adolescents with emotional and/or behavioral difficulties.

- Developed and implemented individual students' educational goals
- Intervened, assessed and resolved crisis situations in the school

1990-1993 Child Care Counselor: The Spurwink School, Portland ME

This residential program served youth ages 10 to 18 with emotional and behavioral difficulties. The children have histories of severe family trauma, including physical, emotional and sexual abuse

- Developed and implemented residents' case plans
- Case Management
- Program development
- House management and supervision
- Trained new employees

PROFESSIONAL ASSOCIATIONS

Member, National Association of Social Workers

Licensed in New Hampshire as a Master of Social Work

Steering Committee Member, Seacoast Response Team through the Center for Trauma Intervention. This Team provides CISM following traumatic events involving youth in Strafford, Rockingham and York counties from 2000 to 2005

PROFESSIONAL TRAINING/SPECIALITIES

Therapy with children, families and couples

CISM Trained & CISM Trainer

EMDR Trained – Level I

TFT trained – Levels 1 & 2

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

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

Vendor Name:

Name of Program/Service:

ProHealth NH

BUDGET PERIOD:	FY:19		
Name & Title Key Administrative Personnel:	Annual Salary of Key Administrative Personnel:	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$213,000	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$87,000	5.00%	\$4,350.00
Stocker, Kathleen, C.F.O.	\$105,029	0.00%	\$0.00
Salsbury, Janet, Chief Clinical Officer	\$82,000	5.00%	\$4,100.00
	\$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)			\$8,450.00

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