



Lori A. Shibinette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
**OFFICE OF THE COMMISSIONER**

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MAY 19 '20 PM 2:57 DAS

May 12, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County (VC#TBD), Dover, NH in the amount of \$608,495 to provide quarantine and isolation services for individuals experiencing homelessness who may have contracted COVID-19, with the option to renew for up to one (1) additional year, effective retroactive to April 27, 2020 through July 25, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010998	\$608,495
2021	103-502664	Contracts for Oper Svc	95010998	\$0
			<b>Total</b>	<b>\$608,495</b>

**EXPLANATION**

This item is **Retroactive** and **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic.

The purpose of this contract is to quarantine and isolate individuals experiencing homelessness in the State of New Hampshire who may have contracted COVID19 based on signs, symptoms or diagnosis of the virus.

The Department cannot determine the number of individuals who will be served through contract services at this time.

The Contractor will provide services at the Garrison Hotel in Dover New Hampshire to individuals experiencing homelessness who may have contracted COVID-19 based on signs and symptoms of the virus. The Contractor will either transport individuals to and from the site of services or contact the Department for transportation of individuals, as appropriate. The Contractor will ensure social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practiced by staff as well as individuals receiving quarantine or isolation services.

The Contractor will provide services that maintain social distancing recommendations and ensure items are not shared between individuals. Additionally, outdoor activities will be monitored to ensure practice of social distancing.

The Contractor will coordinate services with other local providers in order to ensure individuals can obtain medications, as prescribed, and receive short-term services they may need, which could include mental health services; substance use treatment; and medical care. Essential service will be provided utilizing local restaurants, laundry services and grocery stores. Other businesses that are able to assist with necessary and ancillary needs of individuals receiving services will also be engaged.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Subject: Quarantine Services – COVID 19 (SS-2020-OCOM-11-QUARA-02)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9522 (ckozak@communitypartnersnh.org)	1.6 Account Number 05-95-95-950010- 56760000-103-502664- 95010998	1.7 Completion Date July 25, 2020	1.8 Price Limitation \$608,495
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Kathleen Boisclair</i> Date: 4/28/2020		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 State Agency Signature <i>Christine Santanelli</i> Date: 4/29/20		1.14 Name and Title of State Agency Signatory Christine Santanelli Director, DEHS, DHHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takmina Rakhmatova</i> On: 05/04/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *K.B.*  
Date *4/28/20*

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

#### 9. TERMINATION.

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

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

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

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT A**

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 27, 2020 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



## Scope of Services

### 1. Statement of Work

- 1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21-P:35, Definitions.
- 1.2. The Contractor shall provide services for purposes of quarantining individuals and families who are homeless, or at the risk of being homeless, who:
  - 1.2.1. May have contracted COVID-19 based on signs and symptoms of the virus; or
  - 1.2.2. May be awaiting COVID-19 test results; and
  - 1.2.3. Are referred for services by the State of New Hampshire.
- 1.3. The Contractor shall provide services at the Garrison Hotel located at 200 Sterling Way, Dover, New Hampshire 03820, which is providing twenty one (21) rooms, access to a designated outside area, and laundry facilities through a contract with the State of New Hampshire.
- 1.4. The Contractor shall exercise due diligence in the use of the premises.
- 1.5. The Contractor shall ensure that staff and clients comply with requirements for use of the premises.
- 1.6. The Contractor shall coordinate with designated staff of the Garrison Hotel as needed.
- 1.7. The Contractor shall accept referrals from the State of New Hampshire and either:
  - 1.7.1. Transport individuals and families, as appropriate, to and from the site of services identified in Subsection 1.2, in accordance with Section 2, Transportation.
  - 1.7.2. Contact the Department for transportation of individuals and their families, as appropriate, to and from the site of services identified in Subsection 1.2.
- 1.8. The Contractor shall conduct an intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS) intake field with additional information that includes, but is not limited to:
  - 1.8.1. Name.
  - 1.8.2. Community of origin.
  - 1.8.3. Date of admission.
  - 1.8.4. Date of anticipated discharge.

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Exhibit B Scope of Services

Contractor Initials K.B.



New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



- 1.8.5. List and dosages of medications.
- 1.8.6. The assessment form completed by the Emergency Operations Center (EOC).
- 1.9. The Contractor shall comply with requirements that include, but are not limited to:
  - 1.9.1. Accepting individuals and families who are homeless and those at risk of homelessness regardless of their sobriety and other conditions, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs, which may include, but are not limited to:
    - 1.9.1.1. Mental health services.
    - 1.9.1.2. Medication stability.
    - 1.9.1.3. Sexual orientation.
    - 1.9.1.4. Vulnerability to illness.
    - 1.9.1.5. Vulnerability to victimization.
    - 1.9.1.6. Vulnerability to physical assault.
    - 1.9.1.7. Racial equality.
    - 1.9.1.8. Marital status.
  - 1.9.2. Entering data into the HMIS to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law such as for domestic violence. The data standards may be found at: <http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf>.
- 1.10. The Contractor shall ensure social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practiced by staff as well as individuals receiving quarantine shelter services. The Contractor shall:
  - 1.10.1. Provide opportunities for entertainment that maintain social distancing recommendations.
  - 1.10.2. Ensure personal items, telephones, tablets, and other devices are not shared between individuals.
  - 1.10.3. Monitor outdoor activities to ensure practice of social distancing.
  - 1.10.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:
    - 1.10.4.1. Smoking and/or vaping materials.

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Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



- 1.10.4.2. Drinks.
- 1.10.4.3. Food.
- 1.10.4.4. Other items that may cause increased health and safety risks.
- 1.11. The Contractor shall ensure individuals have clean linens and towels, as provided by the Garrison Hotel. The Contractor shall:
  - 1.11.1. Ensure dirty linens and towels are bagged by the room occupants and left outside of the entrance to the occupied room for collection by the Garrison Hotel.
  - 1.11.2. Ensure clean linens and towels are distributed to room occupants every three (3) days by the Garrison Hotel.
  - 1.11.3. Ensure cleaning products are provided to each occupied room to ensure each occupant has the ability to sanitize the room on a daily basis.
- 1.12. The Contractor shall collaborate with the State of New Hampshire to ensure needs of individuals served are addressed, which may include but is not limited to:
  - 1.12.1. Ensuring personal protective equipment is utilized by staff.
  - 1.12.2. Ensuring basic needs of each individual are met and, at a minimum, include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in New Hampshire Revised Statutes Annotated (RSA) 126-A:26.
  - 1.12.3. Ensuring individuals have, at a minimum, two (2) changes of clothing, and personal, private space in which to change clothing on a daily basis to reduce cross contamination.
  - 1.12.4. Ensuring access to laundry services with hot water to clean personal clothing.
  - 1.12.5. Ensuring individuals are provided an opportunity to do laundry in a manner that does not comingle their laundry with laundry belonging to other individuals.
- 1.13. The Contractor shall coordinate services with providers. The Contractor shall:
  - 1.13.1. Assist individuals with obtaining medications, as prescribed.
  - 1.13.2. Ensure the safety and security of individuals' specific medications in a manner that enables individuals to access their own medications for specified dosages and times indicated on the medication.
  - 1.13.3. Coordinate existing services with existing providers, as applicable.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



- 1.13.4. Assist individuals with accessing short-term services while in the quarantine shelter, which may include, but is not limited to:
    - 1.13.4.1. Mental health services.
    - 1.13.4.2. Substance use treatment.
    - 1.13.4.3. Medical care.
  - 1.14. The Contractor shall provide essential services to individuals in collaboration with local businesses that may include, but are not limited to:
    - 1.14.1. Local restaurants.
    - 1.14.2. Local laundry services.
    - 1.14.3. Local grocery stores.
    - 1.14.4. Other business that are able to assist with necessary and ancillary needs of individuals receiving services.
  - 1.15. The Contractor shall ensure accommodations are available to each individual:
    - 1.15.1. For a minimum of three (3) days in cases where testing for COVID-19 occurs with negative results.
    - 1.15.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
    - 1.15.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.
  - 1.16. The Contractor shall work with the State and the Case Manager, as applicable, to develop a transition plan to return individuals to their home shelter or community when the quarantine period is completed for each individual.
  - 1.17. The Contractor shall notify the Garrison Hotel upon vacancy of each room utilized by the population served in order to initiate cleaning prior to re-occupying the room.
- 2. Transportation:**
- 2.1. The Contractor shall maintain the ability to transport individuals and their families, as appropriate, to the quarantine site at the Garrison Hotel and back to their home community following the stay, as specified by the State of New Hampshire within one (1) hour of receiving the request for transportation.
  - 2.2. The Contractor shall provide transportation services in a manner that ensures individuals from one shelter are not comingled with individuals from other shelters.
  - 2.3. The Contractor shall ensure safe transports of passengers to and from points

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Exhibit B Scope of Services

Contractor Initials K.R.

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

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Date 4/28/20

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of destination identified by the State of New Hampshire through various modes of transportation, which may include, but are not limited to:

- 2.3.1. Multi-passenger van.
- 2.3.2. Wheelchair van.
- 2.3.3. Taxi.
- 2.4. The Contractor shall ensure transporters operate vehicles that:
  - 2.4.1. Meet state inspection standards.
  - 2.4.2. Have a current state inspection sticker.
  - 2.4.3. Are registered for operation in the State of New Hampshire.
- 2.5. The Contractor shall ensure all drivers:
  - 2.5.1. Have appropriate and valid driver's licenses and insurance for vehicles used in transports.
  - 2.5.2. Have not had more than two (2) accidents within the last 12 months.
  - 2.5.3. Have not been convicted of any felony or misdemeanor crimes related to:
    - 2.5.3.1. Drugs.
    - 2.5.3.2. Alcohol.
    - 2.5.3.3. Abuse of any individual.
    - 2.5.3.4. Sexual misconduct.
  - 2.5.4. Are briefed on the specific population served and safety precautions that must be in place due to the COVID-19 Pandemic.
- 2.6. The Contractor shall ensure all transporters receive and complete training on the proper donning and doffing of personal protective equipment for COVID-19. The Contractor shall:
  - 2.6.1. Document the name of the transporter and date training is completed.
  - 2.6.2. Ensure documentation of completed trainings is available to the State of New Hampshire upon request.
- 2.7. The Contractor shall follow CDC Interim Guidelines relative to transportation to the Quarantine Facility, which include, but are not limited to:
  - 2.7.1. Ensuring transporters wear personal protective equipment (PPE), provided by the State of New Hampshire, during the course of each ride provided.
  - 2.7.2. Ensuring interactions by transporter with individuals are at a distance of at least six (6) feet, if possible.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



- 2.7.3. Ensuring family members and other contacts of individuals with possible COVID-19 are not transported together in the same vehicle, whenever possible.
- 2.7.4. Ensuring individuals are placed in the vehicle at least six (6) feet from the driver.
- 2.7.5. Ensuring individuals are placed at least six (6) feet apart from other passengers when multiple individuals are transported in a single vehicle.
- 2.7.6. Ensuring a facemask is worn by the individual being transported, whenever possible.
- 2.7.7. Ensuring contact with unmasked individuals is minimized.
- 2.7.8. Ensuring individuals with a nasal cannula in place is donning a facemask over the nasal cannula, or is utilizing an oxygen mask if no facemask is available.
- 2.7.9. Ensuring every effort is made to have a driver's compartment separated from the passenger compartment, which may include an air-tight vapor barrier that is installed and ensures both compartments have separate ventilation.
- 2.7.10. Isolating the driver from the patient compartment and keeping pass-through doors and windows tightly shut.
- 2.7.11. When feasible, closing the door and/or window between the driver and passenger compartments prior to allowing an individual to board the vehicle.
- 2.7.12. Making every effort to ensure vehicle ventilation in both compartments is on a non-recirculated of interior ventilation setting to maximize the ability to bring exterior air into the interior compartments to ensure reduction in potentially infectious particles in the vehicle.
- 2.7.13. Ensuring transport vehicles can be effectively disinfected by ensuring seats within the vehicle either:
  - 2.7.13.1. Do not have cloth seats; or
  - 2.7.13.2. Have plastic covering over the seats.
- 2.8. The Contractor shall document and provide initial notification of adverse events or incidents, and any follow-up action taken. The Contractor shall notify the State of New Hampshire of any accidents, injuries and incidents within:
  - 2.8.1. Twelve (12) hours of any event that results in injury.
  - 2.8.2. Twenty-four (24) hours of any event that does not result in injury.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



- 2.9. The Contractor shall ensure transport vehicles are cleaned after every transport completed, in accordance with CDC Interim Guidelines relative to transportation services provided during the COVID-19 Pandemic. The Contractor shall:
- 2.9.1. Leave the doors of the transport vehicle open while the individual is escorted by staff into the facility.
  - 2.9.2. Ensure transporters wear disposable gowns, gloves, facemasks or face shields, and goggles during cleaning.
  - 2.9.3. Ensure that environmental cleaning and disinfection procedures are followed consistently and correctly, which includes ensuring doors remain open to provide adequate ventilation when chemicals are in use.
  - 2.9.4. Follow routine cleaning and disinfection procedures, which may include, but is not limited to, using cleaners and water to pre-clean surfaces prior to applying an EPA-registered, hospital-grade disinfectant to frequently touched surfaces or objects for appropriate contact times as indicated on the product's label.
  - 2.9.5. Clean and disinfect each vehicle in accordance with standard operating procedures, ensuring all surfaces that may have come in contact with the patient or materials contaminated during patient care are thoroughly cleaned and disinfected using an EPA-registered hospital grade disinfectant in accordance with the product label.
  - 2.9.6. Follow standard operating procedures for the containment and disposal of used PPE.
  - 2.9.7. Follow standard operating procedures for containing and laundering used linen.

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**3. Premises Use**

- 3.1. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The Contractor expressly waives all claims against the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

SS-2020-OCOM-11-QUARA-02

Exhibit B Scope of Services

Contractor Initials K.B.

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

Page 7 of 8

Date

4/28/20

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**

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**4. Exhibits Incorporated**

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.



## EXHIBIT C

### Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Budget.
3. The Contractor shall submit biweekly invoices that specify:
  - 3.1. A daily rate for staff salaries and benefits of \$250.00 per individual for a minimum fifteen (15) individuals, even when less than fifteen (15) individuals are served, for a total daily rate of \$3,750, not to exceed \$337,500 through the contract completion date.
  - 3.2. An additional daily rate of \$232 per person for each additional person served over the fifteen (15) person per day minimum, in Subsection 3.1, not to exceed the total amount additional amount of \$104,400. This amount shall be reimbursed based on actual number of individuals served with no minimums guaranteed.
  - 3.3. Cost reimbursement for actual expenditures incurred, in accordance with Exhibit C-1, Ancillary Services Budget.
4. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov.
5. 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.





**EXHIBIT C**

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



**EXHIBIT C**

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- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Ancillary Services Budget

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

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

Budget Request for: **Quarantine Services - COVID 19**

Budget Period: **April 27, 2020 through July 27, 2020**

Line Item	Total Program Costs		
	Direct	Indirect	Total
1. Consultants for local FQHC to provide Medical Consults; Psychiatry Consults; and Mental Health Assessments	\$ 7,800.00		\$ 7,800.00
2. Equipment (Two (2) laptops; Six (6) iPads; Security/Video Equipment; Monitors; Small Weapon Safe; All-In-One Fax/Printer/Scanner; WI-Fi Connections; Other ancillary necessities, as approved by the Department to secure start-up operations)	\$ 17,975.00		\$ 17,975.00
3. Pharmacy Supplies	\$ 1,000.00		\$ 1,000.00
4. Medical Supplies	\$ 3,500.00		\$ 3,500.00
5. Office Supplies (Rolling White Board, Badges, Paper, Printer Ink, Pens, Pencils and other general office supplies as approved by the Department)	\$ 2,500.00		\$ 2,500.00
6. Personal Support Supplies (Clothing; Shoes; Cigarettes; Cleaning Supplies for Rooms and Staff Office; Trash Bags; Laundry Detergent; Loaded Debit Card for Washing Machines; Recreation Items such as Cards and Puzzle Books; Personal Care Items such as Razors, Deodorant, Toothbrushes, Tampons; other Personal Support Supplies as approved by the Department)	\$ 13,075.00		\$ 13,075.00
7. Travel (Reimbursed at \$0.575 per Mile with Travel Records)	\$ 11,960.00		\$ 11,960.00
8. Telephone Expenses	\$ 1,120.00		\$ 1,120.00
9. Postage	\$ 20.00		\$ 20.00
10. Food (Assuming no more than \$45/per day per individual for meals plus snacks)	\$ 92,500.00		\$ 92,500.00
11. Indirect Costs as Line Item (10%)		\$ 15,145.00	\$ 15,145.00
<b>TOTAL</b>	<b>\$ 151,450.00</b>	<b>\$ 15,145.00</b>	<b>\$ 166,595.00</b>



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

4/28/20  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

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

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

4/28/2020  
Date



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

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

#### LOWER TIER COVERED TRANSACTIONS

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

4/28/20  
Date

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

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 Vendor 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:

Vendor 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

Vendor Initials K.B.

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

Date 4/28/00

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

4/28/20  
Date

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

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

Exhibit G

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

Vendor Initials K.B.

Date 4/28/20



**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 Vendor 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 Vendor 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.

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

4/28/20  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

Contractor Initials K.B.

Date 4/28/20



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI ~~directly from the Business Associate, the Business Associate shall within two (2)~~ business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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





Exhibit I

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

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

Department of Health and Human Services

The State

Christine Santaniello  
Signature of Authorized Representative

Christine Santaniello  
Name of Authorized Representative

Director, DEHS  
Title of Authorized Representative

4/29/20  
Date

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name of the Contractor

Kathleen Boisclair  
Signature of Authorized Representative

Kathleen Boisclair

Name of Authorized Representative

President

Title of Authorized Representative

4/28/20  
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

4/28/20  
Date

Kathleen B. Boisclair  
Name: Kathleen Boisclair  
Title: President

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

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

  X   NO            YES

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

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

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

\_\_\_\_\_ NO \_\_\_\_\_ YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

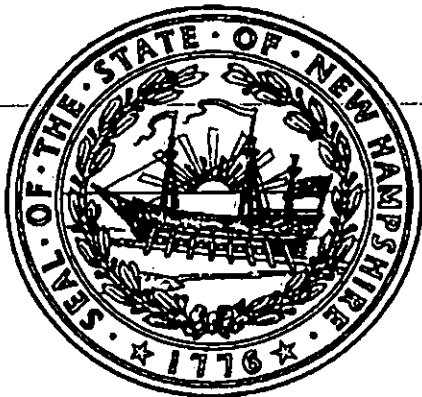
## Department of State

### CERTIFICATE

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

Business ID: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 15th day of April A.D. 2020.

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

William M. Gardner

Secretary of State

# State of New Hampshire

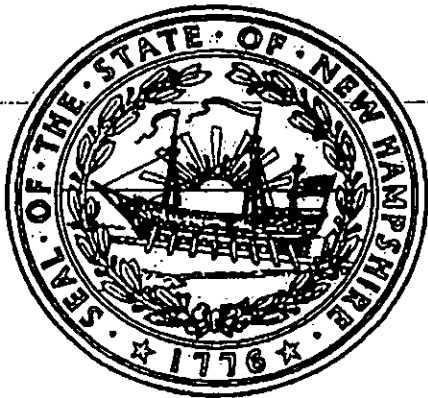
## Department of State

### 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: 0004893281



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 15th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm 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 Executive Board of the Agency duly held on April 28, 2020:  
(Date)

**RESOLVED:** That the President, Kathleen Boisclair  
(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 28th day of April, 2020.  
(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)

STATE OF New Hampshire

County of Strafford

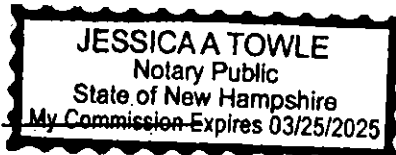
The forgoing instrument was acknowledged before me this 29th day of April, 2020.

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

Jessica Towle  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2020

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (AC, No, Ext): (803) 689-3218 FAX (AC, No): (803) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 19-20 AJ / 20-20 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR) WYD	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:		PHPK2057476	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2057480	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB699416	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS202000000203 (3A) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability		PHSD1492619	11/01/2019	11/01/2020	Limit: \$5,000,000 Deductible: \$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

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

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June 30, 2019 and 2018

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, 2019 and 2018, 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, 2019 and 2018, 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

***Change in Accounting Principle***

As discussed in Note 1 in the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

*Berry Dunn McNeil & Parker, LLC*

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Manchester, New Hampshire  
October 30, 2019

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

**Consolidated Statements of Financial Position**

**June 30, 2019 and 2018**

**ASSETS**

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Restricted cash	112,436	93,425
Accounts receivable, net of allowance for doubtful accounts	1,171,501	888,387
Grants receivable	162,264	58,222
Prepaid expenses	401,402	379,559
Property and equipment, net	<u>2,118,838</u>	<u>2,064,440</u>
Total assets	<u>\$ 7,990,412</u>	<u>\$ 7,137,383</u>

**LIABILITIES AND NET ASSETS**

Liabilities		
Accounts payable and accrued expenses	\$ 2,540,469	\$ 2,134,786
Estimated third-party liability	1,202,701	1,121,051
Operating lease payable	40,785	-
Loan fund	89,473	89,383
Notes payable	<u>884,773</u>	<u>845,882</u>
Total liabilities	4,758,201	4,191,102
Net assets without donor restrictions	<u>3,232,211</u>	<u>2,946,281</u>
Total liabilities and net assets	<u>\$ 7,990,412</u>	<u>\$ 7,137,383</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, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$29,163,571	\$26,026,898
Medicare revenue	196,444	161,239
Client resources	1,934,005	1,685,020
Contract revenue	1,546,526	1,517,328
Grant income	1,111,668	579,929
Interest income	8,454	209
Other program revenue	722,753	376,241
Public support	123,304	90,301
Other revenue	<u>198,539</u>	<u>86,683</u>
Total public support and revenue	<u>35,005,264</u>	<u>30,523,848</u>
Expenses		
Program services		
Case management	1,041,170	938,043
Day programs and community support	5,034,457	4,450,160
Early support services and youth and family	4,196,063	3,731,529
Family support	634,699	530,399
Residential services	10,799,339	10,051,324
Combined residential, day and consolidated services	3,599,405	2,927,266
Adult services	2,665,698	2,443,596
Emergency services	654,437	561,016
Other	<u>2,655,420</u>	<u>1,516,784</u>
Total program expenses	<u>31,280,688</u>	<u>27,150,117</u>
Supporting services		
General management	<u>3,438,646</u>	<u>3,138,272</u>
Total expenses	<u>34,719,334</u>	<u>30,288,389</u>
Change in net assets without donor restrictions	285,930	235,459
Net assets, beginning of year	<u>2,946,281</u>	<u>2,710,822</u>
Net assets, end of year	\$ <u>3,232,211</u>	\$ <u>2,946,281</u>

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

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

**Consolidated Statement of Functional Revenue and Expenses**

**Year Ended June 30, 2019**

	Care Management	Care Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Outpatient Residential, Day and Community Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 308,800	\$ 4,143,400	\$ 4,388,883	\$ 368,782	\$ 12,217,736	\$ 3,886,878	\$ 3,197,880	\$ -	\$ 238,182	\$ 28,143,671	\$ -	\$ 28,143,671
Medicaid revenue	-	18,239	-	-	-	-	188,216	-	18,891	188,644	-	188,644
Client resources	61,844	62,687	629,823	-	1,848,819	33,366	136,189	38,384	61,774	1,884,885	-	1,884,885
Contract revenue	188,288	388,564	404,433	78,378	18,836	48,478	789	179,883	188,884	1,348,478	388,888	1,848,838
Grant income	18,833	78,112	64,484	37,848	-	1,888	63,878	4,238	837,887	1,347,888	4,888	1,111,888
Interest income	-	-	-	-	-	-	-	-	-	-	8,484	8,484
Other program revenue	-	47,818	38,888	-	-	-	-	-	842,882	718,882	8,871	727,753
Public support	17,875	8,882	17,788	18,118	-	3,887	1,888	-	88,848	118,718	4,881	123,888
Other revenue	154	788	788	-	34,111	-	13,221	-	13,218	58,778	148,384	188,838
<b>Total public support and revenue</b>	<b>1,108,882</b>	<b>4,882,387</b>	<b>5,221,828</b>	<b>478,284</b>	<b>12,251,882</b>	<b>3,890,888</b>	<b>3,888,888</b>	<b>287,878</b>	<b>3,888,182</b>	<b>34,878,824</b>	<b>278,738</b>	<b>35,858,234</b>
Expenses												
Salaries and wages	818,884	2,881,878	2,848,378	183,784	1,188,741	1,874,888	1,882,818	282,778	1,338,138	12,288,882	2,228,787	14,881,748
Employee benefits	188,888	738,883	818,378	48,841	388,388	154,878	388,788	87,444	488,883	3,888,848	888,188	4,188,888
Payroll taxes	48,888	288,828	184,888	11,781	48,887	118,388	88,181	18,188	118,888	888,728	182,888	1,088,888
Contracted substitute staff	-	-	-	-	-	-	-	-	-	-	2,888	2,888
Client treatment services	21,887	88,784	117,388	328,788	4,888,888	1,478,888	81,871	-	12,838	6,138,888	31	6,138,888
Professional fees and consultants	38,888	88,388	188,318	7,712	182,387	14,848	81,888	274,484	78,382	782,847	88,787	882,884
Administration	-	428,214	-	-	4,888,781	48,888	-	-	-	5,138,888	-	5,138,888
Staff development and training	3,887	18,812	17,888	4,837	3,488	4,488	8,888	1,888	6,881	78,888	78,888	148,881
Rent	-	88,784	88,481	-	18,488	-	78,788	7,884	81,878	287,488	18,212	378,778
Utilities	8,778	88,238	23,888	1,488	18,211	3,348	11,894	8,881	48,188	218,788	38,878	288,888
Building maintenance and repairs	14,888	71,888	43,138	3,348	88,888	3,828	21,138	832	127,748	388,888	18,428	488,888
Other occupancy costs	4,884	88,781	21,188	788	8,812	1,344	8,288	-	38,422	131,714	8,881	148,888
Office	88,117	84,188	84,788	2,411	11,478	4,991	21,888	4,888	81,888	347,888	87,822	388,118
Building and leasing	3,878	18,884	8,178	722	6,384	828	4,138	878	8,883	47,237	8,711	88,388
Client communications	888	38,388	8,318	1,887	88,388	48,388	3,884	82	1,878	132,841	1,488	134,381
Medical	-	1,388	828	-	178	-	828	-	74	3,428	272	3,711
Equipment maintenance	18,887	88,227	48,282	2,887	11,878	8,882	38,882	18,882	188,881	488,881	48,848	588,878
Depreciation	38,884	182,838	79,472	8,881	88,881	14,888	48,881	3,888	24,888	422,888	88,428	488,888
Advertising	237	1,848	1,788	38	412	87	722	188	4,888	1,381	8,878	8,878
Printing	-	31	388	-	-	-	82	13	38	821	848	1,388
Telephone and communications	17,288	48,314	38,422	3,811	8,488	4,888	27,878	3,888	35,488	188,288	48,727	288,138
Postage and shipping	823	8,118	4,727	147	1,817	284	1,888	888	4,414	22,881	1,748	23,791
Transportation	12,888	217,888	31,447	4,888	88,888	118,411	38,187	1,823	38,828	822,788	18,388	838,188
Amortization to individuals	72,882	2,884	3,428	84,828	18,484	42,888	1,234	182	38,888	382,388	4,888	388,888
Insurance	4,781	78,138	78,387	1,888	28,423	4,381	38,318	1,888	12,828	384,872	38,838	384,788
Membership dues	23	2,823	184	4	48	18	3,871	11	184,788	118,888	4,881	118,888
Interest	2,388	8,844	3,181	371	3,118	822	818	118	8,888	21,884	3,817	28,821
Other	-	827	214	-	-	38	-	-	88,222	78,822	7,288	77,872
<b>Total expenses</b>	<b>1,841,178</b>	<b>8,824,487</b>	<b>4,188,882</b>	<b>824,888</b>	<b>18,788,238</b>	<b>3,888,488</b>	<b>2,888,488</b>	<b>384,427</b>	<b>2,888,428</b>	<b>31,888,888</b>	<b>2,828,848</b>	<b>34,718,234</b>
Income (deficit) is net result without reductions	\$ 68,704	\$ (3,942,100)	\$ 1,132,946	\$ (346,604)	\$ 2,463,644	\$ 288,888	\$ 888,388	\$ (98,249)	\$ (888,246)	\$ 2,988,936	\$ (1,888,910)	\$ 288,888

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, 2015

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Residential Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 808,607	\$ 3,887,191	\$ 3,783,751	\$ 389,436	\$ 11,888,879	\$ 3,888,219	\$ 3,888,219	\$ -	\$ 46,979	\$ 46,971	\$ -	\$ 39,884,880
Medicare revenue	-	16,957	-	-	-	-	146,882	-	4,889	161,229	-	161,229
Charter revenues	33,888	86,443	348,888	-	1,888,761	33,881	183,422	-	19,873	1,888,829	-	1,888,829
Contract revenues	76,884	317,384	403,888	76,119	11,888	48,478	188	174,888	391,884	1,288,888	211,819	1,817,328
Grant income	-	88,188	87,788	-	16,888	888	-	-	273,378	478,878	8,888	878,888
Interest income	-	-	-	-	-	-	-	-	1,127	-	388	388
Other program revenue	-	82,879	26,879	-	-	-	731	-	388,482	378,341	6,888	378,341
Public support	13,321	4,397	11,429	18,347	167	3,881	3,188	-	38,888	82,872	7,489	168,381
Other revenue	1,188	3,888	888	88	24,881	34	11,888	-	17,888	87,874	28,188	88,888
<b>Total public support and revenue</b>	<b>1,857,754</b>	<b>4,418,888</b>	<b>4,895,888</b>	<b>371,879</b>	<b>12,888,879</b>	<b>3,172,789</b>	<b>3,172,781</b>	<b>348,888</b>	<b>148,367</b>	<b>38,788,432</b>	<b>78,418</b>	<b>39,823,848</b>
<b>Expenses</b>												
Salaries and wages	873,882	3,384,838	3,384,348	178,488	1,188,488	1,487,889	1,734,619	234,888	777,873	16,788,116	2,872,818	12,787,854
Employee benefits	127,388	571,882	487,782	38,732	234,788	113,887	178,888	47,888	238,367	3,881,884	481,827	2,432,831
Payroll taxes	42,388	188,328	173,316	16,428	88,372	118,884	87,418	17,387	34,478	888,818	138,188	888,781
Contracted substitute staff	-	8,388	2,888	-	-	-	3,888	-	-	13,888	83,782	87,878
Client treatment services	16,827	82,888	114,237	234,888	4,888,748	1,882,181	88,818	1	11,888	8,848,888	388	8,848,188
Professional fees and consultants	37,881	82,882	88,728	8,748	88,887	14,821	88,878	228,748	27,788	878,188	88,387	888,882
Subscriptions	-	384,887	-	-	4,847,784	1,888	-	-	-	4,448,888	-	4,448,888
Staff development and training	6,188	17,278	28,728	2,784	6,829	8,824	13,888	888	8,374	78,777	88,248	148,848
Rent	-	88,488	84,488	-	11,888	-	-	-	-	288,418	16,844	278,884
Utilities	8,884	44,874	18,888	1,812	17,418	1,888	11,888	4,734	38,888	128,888	37,852	168,881
Building maintenance and repairs	72,314	88,388	88,388	3,882	88,888	6,181	14,888	912	38,888	388,448	37,387	488,782
Other occupancy costs	3,823	42,828	13,823	844	6,483	824	3,713	-	23,783	782,882	6,482	788,884
Other	12,181	88,388	87,182	1,888	28,887	4,381	23,784	4,888	38,782	387,848	78,873	488,517
Building and leasing	3,383	38,384	18,429	888	13,888	143	7,878	888	8,811	82,388	4,782	71,847
Client transportation	1,888	18,388	4,888	1,888	18,388	48,722	3,488	87	8,427	188,388	3,888	111,388
Medical	-	881	888	-	272	-	887	88	848	2,881	732	3,734
Equipment maintenance	11,888	44,253	37,423	2,388	14,817	3,382	28,878	2,888	12,824	183,788	38,888	188,381
Depreciation	23,881	113,882	78,272	4,882	88,872	8,318	48,128	8,718	22,778	384,884	82,881	488,888
Advertising	448	1,734	877	887	74	179	1,188	13	848	8,818	888	8,888
Printing	-	-	3,782	-	-	-	-	-	382	4,178	38	4,288
Telephone and communications	9,888	38,828	28,827	1,884	8,328	3,188	23,188	3,714	18,388	122,848	24,878	147,911
Postage and shipping	888	4,788	3,838	182	1,888	214	3,223	478	2,888	18,478	1,827	21,847
Therapies	14,823	388,881	41,848	4,887	88,788	188,888	28,187	2,778	22,888	483,728	18,888	888,324
Activities to individuals	18,384	1,271	1,818	87,878	8,337	84,888	828	87	38,187	788,888	1,888	888,719
Insurance	17,311	88,414	48,871	3,888	27,881	4,417	28,128	2,881	11,888	188,844	88,844	224,888
Membership dues	42	1,487	4,741	88	84	17	2,882	88	87,788	88,881	11,388	108,887
Interest	3,188	8,718	3,888	487	7,178	428	3,387	337	3,778	38,118	3,348	48,888
Other	-	1,181	-	-	1,277	-	-	-	18,772	22,181	4,288	26,488
<b>Total expenses</b>	<b>858,843</b>	<b>4,488,188</b>	<b>3,731,828</b>	<b>878,288</b>	<b>18,881,224</b>	<b>5,827,284</b>	<b>5,448,888</b>	<b>881,878</b>	<b>1,818,784</b>	<b>27,888,117</b>	<b>3,178,873</b>	<b>30,288,288</b>
<b>RESIDUAL (deficiency) in full service contract with state</b>	<b>\$ (541)</b>	<b>\$ (28,188)</b>	<b>\$ 19,887</b>	<b>\$ (188,878)</b>	<b>\$ 2,841,288</b>	<b>\$ 248,884</b>	<b>\$ 888,888</b>	<b>\$ (818,288)</b>	<b>\$ (871,272)</b>	<b>\$ 3,118,218</b>	<b>\$ (2,878,888)</b>	<b>\$ 278,888</b>

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, 2019 and 2018**

	<u><b>2019</b></u>	<u><b>2018</b></u>
Cash flows from operating activities		
Change in net assets	\$ 285,930	\$ 235,459
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	482,088	436,895
Change in allowance for doubtful accounts	20,859	44,946
Gain on sale of assets	-	(775)
(Increase) decrease in		
Restricted cash	(19,011)	5,998
Accounts receivable, trade	(303,973)	91,989
Grants receivable	(104,042)	(7,881)
Prepaid expenses	(21,843)	(19,170)
Increase (decrease) in		
Accounts payable and accrued expenses	405,683	170,986
Estimated third-party liability	81,650	(190,669)
Operating lease payable	40,785	-
Loan fund	90	89
Net cash provided by operating activities	<u>868,216</u>	<u>767,867</u>
Cash flows from investing activities		--
Acquisition of property and equipment	(536,486)	(353,892)
Proceeds from sale of equipment	-	775
Net cash used by investing activities	<u>(536,486)</u>	<u>(353,117)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	300,000	-
Principal payments on long-term borrowings	<u>(261,109)</u>	<u>(237,948)</u>
Net cash provided (used) by financing activities	<u>38,891</u>	<u>(237,948)</u>
Net increase in cash and cash equivalents	370,621	176,802
Cash and cash equivalents, beginning of year	<u>3,653,350</u>	<u>3,476,548</u>
Cash and cash equivalents, end of year	<u><b>\$ 4,023,971</b></u>	<u><b>\$ 3,653,350</b></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, 2019 and 2018**

**Nature of Activities**

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

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

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

The Foundation received and disbursed the following funds:

	<u>2019</u>	<u>2018</u>
Funds received	\$ 58,259	\$ 30,156
Funds disbursed	<u>40,064</u>	<u>19,685</u>
	<u>\$ 18,195</u>	<u>\$ 10,471</u>

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

Funds received	\$ 429,039
Funds disbursed	<u>317,373</u>
	<u>\$ 111,666</u>

**1. Summary of Significant Accounting Policies**

**Newly Adopted Accounting Principles and Reclassifications**

In 2019, the Organization adopted Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near term financial requirements. The ASU also imposes several new requirements related to reporting expenses.

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**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).

**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 in accordance with FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors and grantors. ~~Some donor restrictions are temporary in nature; those restrictions will be met by~~ actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. At June 30, 2018, the Organization's maintained restricted assets consisting of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. With the adoption of ASU No. 2016-14, the Organization no longer has the flexibility to choose how to release long-lived assets from restrictions and is now required to release long-lived assets when placed in service. As a result, the Organization's restricted net assets of \$83,392 reported at June 30, 2018 are now included with net assets without donor restrictions.

At June 30, 2019 and 2018, the Organization did not have any net assets with donor restrictions.

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**Contributions**

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

**Income Taxes**

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

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

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2019 and 2018.

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, 2019 and 2018, allowances were recorded in the amount of \$436,905 and \$416,046, respectively.

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**Property and Equipment**

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

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

**Estimated Third-Party Liability**

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

**Functional Allocation of Expenses**

The 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. Availability and Liquidity of Financial Assets**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2019 and 2018.

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,023,971	\$ 3,653,350
Accounts receivable, net	1,171,501	888,387
Grants receivable	<u>162,264</u>	<u>58,222</u>
Financial assets available to meet general expenditures within one year	<u>\$ 5,357,736</u>	<u>\$ 4,599,959</u>

**3. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2019 and 2018, the Organization held cash totaling \$89,473 and \$89,383, 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, 2019 and 2018, the Organization held cash totaling \$22,963 and \$4,042, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

**4. Property and Equipment**

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land and buildings	\$ 2,218,893	\$ 1,908,893
Building improvements	1,818,475	1,687,705
Vehicles	844,502	848,507
Equipment and furniture	<u>2,909,242</u>	<u>2,831,525</u>
	7,791,112	7,276,630
Less accumulated depreciation	<u>5,672,274</u>	<u>5,212,190</u>
	<u>\$ 2,118,838</u>	<u>\$ 2,064,440</u>

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**5. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 6.50% and 6.00% at June 30, 2019 and 2018, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2019 and 2018, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index., which was 2.85% at June 30, 2019. The line of credit has a maturity date of October 6, 2024.

**6. Notes Payable**

Notes payable consisted of the following:

	<u>2019</u>	<u>2018</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).	\$ 139,608	\$ 181,885
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.	29,961	146,556
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.	74,560	114,621
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.	111,028	125,060

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

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 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	<b>90,940</b>	117,996
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.	<b>142,559</b>	159,764
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	<u>296,117</u>	<u>-</u>
	<u><b>\$ 884,773</b></u>	<u><b>\$ 845,882</b></u>

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

2020	\$ 198,388
2021	166,906
2022	137,687
2023	73,061
2024	66,949
Thereafter	<u>241,782</u>
	<u><b>\$ 884,773</b></u>

Cash paid for interest approximates interest expense.

**7. Commitments and Contingencies**

**Operating Leases**

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$376,670 in 2019 and \$275,954 in 2018.

Future minimum operating lease payments are as follows:

2020	\$ 472,760
2021	415,892
2022	394,162
2023	333,231
2024	289,032
Thereafter	<u>2,535,837</u>
	<u><b>\$ 4,440,914</b></u>



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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**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, 2019 and 2018, approximately 83% and 85%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2019</u>	<u>2018</u>
Developmental Services	\$ 681,243	\$ 549,635
Behavioral Health Services	<u>133,889</u>	<u>115,373</u>
	<u>\$ 815,132</u>	<u>\$ 665,008</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 expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, 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 2019 and 2018, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2019 were \$377,307 and during the year ended June 30, 2018 were \$318,151. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$189,717, and for the Behavioral Health Services division was \$128,434.

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

**Notes to Consolidated Financial Statements**

**June 30, 2019 and 2018**

**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 30, 2019, which is the date that the consolidated financial statements were available to be issued.

## **SUPPLEMENTARY INFORMATION**

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBIA COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Activities**

Years Ended June 30, 2019 and 2018

	2019						2018					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 22,906,442	\$ 7,156,128	\$ -	\$ -	\$ -	\$ 29,162,571	\$ 19,481,932	\$ 6,545,868	\$ -	\$ -	\$ -	\$ 26,028,800
Medicare revenue	-	196,444	-	-	-	196,444	-	161,239	-	-	-	161,239
Client resources	1,663,660	436,337	-	-	-	1,934,000	1,314,518	379,802	-	-	-	1,694,320
Contract revenue	843,560	862,960	-	-	-	1,646,520	846,730	871,892	-	-	-	1,718,622
Grant income	362,778	688,950	-	-	-	1,051,728	198,782	420,177	-	-	-	618,959
Interest income	4,209	4,164	-	-	-	8,373	-	208	-	-	-	208
Other program income	733,783	-	-	-	-	733,783	378,241	-	-	-	-	378,241
Public support	88,233	8,906	-	64,190	-	123,364	51,808	8,537	-	30,158	-	90,503
Other revenue	53,878	152,879	9,817	33	(17,281)	199,527	56,813	45,323	9,002	-	(18,533)	89,596
Total public support and revenue	25,326,254	8,439,925	9,817	64,223	(17,281)	35,895,284	22,893,798	8,418,437	9,002	30,158	(18,533)	30,873,861
Expenses												
Program services												
Care management	1,641,178	-	-	-	-	1,641,178	936,043	-	-	-	-	936,043
Day programs and community support	4,117,219	917,234	-	-	-	5,034,453	3,921,228	828,832	-	-	-	4,750,060
Early support services and youth and family	1,614,339	2,661,734	-	-	-	4,276,073	1,734,100	2,497,429	-	-	-	4,231,529
Family support	634,990	-	-	-	-	634,990	530,389	-	-	-	-	530,389
Residential services	16,799,329	-	-	-	-	16,799,329	10,081,324	-	-	-	-	10,081,324
Coordinated residential, day and consolidated services	3,399,406	-	-	-	-	3,399,406	2,927,286	-	-	-	-	2,927,286
Adult services	123,658	2,642,840	-	-	-	2,766,500	154,446	2,286,190	-	-	-	2,440,636
Emergency services	-	654,437	-	-	-	654,437	-	861,016	-	-	-	861,016
Other	1,122,266	1,461,959	9,184	48,864	(9,164)	3,663,429	166,704	1,008,895	9,848	19,885	(9,848)	1,815,734
Total program expenses	23,663,196	8,177,429	9,184	48,864	(9,164)	31,889,509	19,945,010	7,185,422	9,848	19,885	(9,848)	27,160,117
Supporting services												
General management	1,816,765	1,622,271	-	-	-	3,439,036	1,757,856	1,385,418	-	-	-	3,143,274
Total expenses	25,479,961	9,799,700	9,184	48,864	(9,164)	35,719,334	21,892,866	8,678,824	9,848	19,885	(9,848)	30,298,291
Change in net assets (deficit) without donor restrictions	384,731	(68,802)	(167)	15,359	(18,007)	288,936	367,840	(162,381)	(888)	10,471	(9,848)	235,456
Net assets (deficit), beginning of year	1,678,893	1,866,193	(1,912)	83,471	(91,853)	3,364,781	289,268	2,029,874	(1,028)	83,009	(81,874)	2,719,822
Net assets (deficit), end of year	\$ 2,063,624	\$ 1,797,391	\$ (2,079)	\$ 98,830	\$ (109,860)	\$ 3,653,715	\$ 657,108	\$ 1,867,493	\$ (1,916)	\$ 93,480	\$ (91,722)	\$ 2,955,278



**Community Partners  
BOARD OF DIRECTORS 2020-2021**

**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)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)	Mark Santoski (Joined 9/24/19)	Margaret (Maggie) Wallace (Joined 9/24/19)

## **BRIAN J. COLLINS**

### **Summary:**

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

### **Experience:**

1995 - Present

**Executive Director**

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

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

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

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

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

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

**Brian Collins**

**Page 2**

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.

### **North Dakota State University, Fargo, ND**

**Bachelor of Science in Psychology, 5/87**

Minor: Statistics

### **Marquette University, Milwaukee, WI**

**Master of Science in Clinical Psychology, 8/89**

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

### **References**

Available upon request

## **Suzanne Bagdasarian**



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### **Business Experience**

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

**Chief Financial Officer 2019 – Present**

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

**Controller 2001 – 2018**

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

**1994-2001 Harvard Pilgrim Health Care, Wellesley, MA**

**Accounting Director - 2000-2001**

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

**Budget Manager – 1999- 2000**

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

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

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

**Financial & Utilization Analyst- 1994 – 1997**

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

**1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA**

**Staff Accountant**

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

**Education**

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

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

**SUZANNE V. IVERSON**



**EDUCATION**

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

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

North Dakota State University, Fargo, ND, 1986.

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

**PROFESSIONAL EXPERIENCE**

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

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

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

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

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

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

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

#### **PROFESSIONAL ACTIVITIES**

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

#### **PROFESSIONAL TRAININGS/CERTIFICATIONS**

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

Seminars, Inc.

- o Autism Inside Out: Gastrological and Nutritional Issues with Children with Autism by Dr. Timothy Buie, Pediatric Gastroenterologist & Patricia Murray, R.D., M.Ed., L.D.
- o Adult/Child/Infant CPR certified.
- o Eight week Supervisor Training through Southern Interagency Training Collaborative.
- o Mindblindness: One day training by Simon Baron-Cohen, PhD, M.Phil.
- o Ages and Stages Questionnaire Train the Trainer.
- o Multiple day long trainings by Kathleen Quill, PhD on Building quality programs for students with autism, Autism, Social and communication intervention for children.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

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

**Name of Program/Service:** Quarantine Services

BUDGET PERIOD: 10/1/20 - 9/30/21		10/1/20 - 9/30/21	
Name & Title Key Administrative Personnel	Annual Salary/Key Administrative Personnel	Rate/Amount Paid from Contract	Amount Paid from Contract
Collins, Brian, Executive Director	\$225,780	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$91,850	7.65%	\$7,027.53
Bagdasarian, Suzanne, C.F.O.	\$115,000	0.00%	\$0.00
Iverson, Suzanne DS- C.O.O.- Site Coordinator	\$86,572	22.70%	\$19,551.84
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$26,579.37</b>

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.